

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE J		PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 0001		3. EFFECTIVE DATE 26-Nov-2002		4. REQUISITION/PURCHASE REQ. NO. W26GLG-2304-3023		5. PROJECT NO.(If applicable)	
6. ISSUED BY CODE DACW65 CONTRACTING OFFICE (CA/CW) US ARMY ENGR DIST NORFOLK ATTN: CENAO-SS-C 803 FRONT STREET NORFOLK VA 23510-1096		7. ADMINISTERED BY (If other than item 6) CODE See Item 6					
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)				<input checked="" type="checkbox"/> X		9A. AMENDMENT OF SOLICITATION NO. DACW65-03-B-0004	
				<input checked="" type="checkbox"/> X		9B. DATED (SEE ITEM 11) 22-Nov-2002	
						10A. MOD. OF CONTRACT/ORDER NO.	
						10B. DATED (SEE ITEM 13)	
CODE		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input checked="" type="checkbox"/> X The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input checked="" type="checkbox"/> X is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning <u>1</u> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required)							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Specifications							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
				TEL: _____ EMAIL: _____			
15B. CONTRACTOR/OFFEROR _____ (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)		16C. DATE SIGNED 26-Nov-2002	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The following items are applicable to this modification:

SPECIFICATIONS

Attached specifications replace those previously provided

POC

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SPECIFICATIONS
FOR
MAINTENANCE DREDGING
WATERWAY ON THE COAST OF VIRGINIA
AT
CHESAPEAKE BAY TO MAGOTHY BAY
METOMPKIN BAY AND BRADFORD BAY
ACCOMACK AND NORTHAMPTON COUNTIES, VIRGINIA

PREPARED
AND
ISSUED BY
DEPARTMENT OF THE ARMY
NORFOLK DISTRICT, CORPS OF ENGINEERS
OPERATIONS BRANCH
WATERFIELD BUILDING
803 FRONT STREET
NORFOLK, VIRGINIA 23510-1096

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SECTION 01005

PROJECT WORK REQUIREMENTS AND RESTRICTIONS

08/02

PART 1 GENERAL

1.1 SUBMITTALS

The Contractor shall make submittals for the following listed reports and certificates as required by the specifications. The Contracting Officer may request submittals in addition to those specified when deemed necessary to adequately describe the work. Units of weights and measures used on all submittals shall be the same as those used in the contract drawings. Each submittal shall be complete and in sufficient detail to allow ready determination of compliance with contract requirements. Prior to submittal, all items shall be checked and approved by the Contractor's Quality Control (CQC) representative and each item shall be stamped, signed, and dated by the CQC representative indicating action taken in accordance with SECTION 01451. Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-01 Preconstruction and Postconstruction Submittals

Dredging Intent Notification; G

Prior to commencement of dredging at each respective dredging area, submit a copy of intention to start dredging notification at same time sent to Department of Environmental Quality.

Report of Dredging; G

Upon completion of dredging, submit a copy of completed Report of Dredging with data as specified to Department of Environmental Quality and Virginia Marine Fisheries.

Advance Notice for Dredging

Contractor advance notice for dredging.

Acceptance Section Survey Reports

Contractor request for acceptance section survey reports that will constitute before dredging surveys.

1.2 Special Work Requirements

The Contractor shall perform the scheduled dredging work at each respective dredging location with a hydraulic dredge and pipeline and place the dredged material in the Government-furnished intertidal beach placement area for each respective dredging area as indicated. All dredging,

transport and placement of dredged material under this contract shall be in compliance with all conditions set forth in the Virginia Department of Environmental Quality Water Protection Permits that are included as a part of this contract at the end of SECTION 01355 ENVIRONMENTAL PROTECTION. The contract plans and specifications have been prepared to comply with these permits that were established during the planning and development of this project. The Contractor is advised that any deviations from the construction methods and procedures indicated by the plans and specifications that are not prior-approved in writing by the Contracting Officer, and any non-compliance with or violation of the conditions stated in the permits, shall be cause for the Contracting Officer issuing a stop work order. Any stop work orders issued for these causes will not be subject to time extensions or cost recovery by the Contractor. Any non-compliance with or violation of the conditions stated in the permits noted herein may result in revocation of the permits for the project and may result in criminal and civil penalties against the Contractor.

1.2.1 Security and Public Safety of Work Areas

The dredging areas are in rural locations on the Waterway of the Coast of Virginia and are accessible to the general boating public. The placement areas are intertidal beach areas adjacent to nearby navigation channels and are not readily accessible to the general public; however, the Contractor is informed the Government will not undertake to exclude the public or restrict public access to the dredging or placement area during the work. The Contractor shall be solely responsible for protection of the public at all times for the duration of the contract and fully comply with the provisions of OSHA safe working practices and the Safety and Accident Prevention requirements of these specifications. The Contractor shall employ the use of signs, barricades, barriers, flagmen, and any other devices and measures required to insure public and worker safety at the dredging and placement areas at all times. Unless directed otherwise, the Contractor may perform the scheduled dredging work 24 hours a day, 7 days a week. During actual dredging and material placement operations, the Contractor shall insure adequate monitoring of operations by competent employees at the placement area and contact with the dredge by monitoring personnel is maintained at all times. All lighting associated with the project shall be limited to the immediate area of active construction only. Such lighting shall be shielded, low-pressure sodium vapor lights directed to the maximum extent practical away from populated areas where applicable and to avoid excessive illumination of the water.

1.2.2 Noise Control and Abatement

The Contractor shall employ the use of properly installed and maintained mufflers, silencers, and manufacturer's recommended sound suppressors on all plant, machinery, and equipment used on this work. The use of sound signals such as whistles, horns, or bells shall not be used if two-way radio communication can accomplish the required function. The Contractor shall not use sound signals, with the exception of those signals required for vessel operations by the U.S. Coast Guard, during the time between sunset and sunrise.

1.2.3 Coordination with Other Contractors

During the period of this contract, other contracts may be in force for the construction of other features of work on or adjacent to the site of work being accomplished under this contract. The Contractor shall arrange his plant, and shall schedule and perform this work, so as to effectively cooperate with all other contractors and Government agencies. It shall be the responsibility of the Contractor on this contract to be fully informed of the extent of the limits of work to be performed by other contractors. Should there be any conflict between these limits, the Contractor shall immediately notify the Contracting Officer of the conflict, and the Contracting Officer's decision shall be final.

1.2.4 Order of Work

Each Channel dredging area shall constitute an acceptance section for payment purposes. The Contractor is informed there are environmental concerns and time of year dredging restrictions for the scheduled work areas; therefore, the scheduled work at Chesapeake Bay to Magothy Bay shall be completed first, the scheduled work at Metompkin Bay second, and the scheduled work at Bradford Bay last. All work in a respective Channel dredging area must be completed and accepted before commencing work on the next respective Channel dredging area.

1.3 NOTIFICATIONS OF INTENT TO DREDGE AND REPORTS OF DREDGING

Notifications giving the dates and locations the Contractor intends to start dredging shall be prepared and sent to the agencies as specified below for each respective agency. Upon completion of each dredging item, the Contractor shall prepare a Dredging Intent Notification giving all data as indicated and sent to the respective Environmental Agency as specified. When the Contractor sends a Notification or Report to a respective agency, a copy shall at the same time be furnished to the Contracting Officer. The Contractor shall include the Virginia Water Protection (VWP) Permit Number on all Notifications and Reports.

1.3.1 Notification of Dredging to the Virginia Department of Environmental Quality

The Contractor shall notify the Virginia Department of Environmental Quality, attention Bert Parolari, 5636 Southern Boulevard, Virginia Beach, Virginia 23462, in writing, at least 15 calendar days prior to commencement of dredging operations under this contract. The Contractor shall include the Virginia Water Protection (VWP) Permit Number on all correspondence and reports sent to the Department of Environmental Quality.

1.3.2 Report of Dredging to the Department of Environmental Quality

The Contractor shall notify the Virginia Department of Environmental Quality, attention Bert Parolari, 5636 Southern Boulevard, Virginia Beach, Virginia 23462, in writing, within 30 calendar days of completion of dredging operations. The Contractor shall include in the Report the following information to the Virginia Department of Environmental Quality:

- (a) Date on which dredging operations started.

- (b) Date on which dredging operations were completed.
- (c) Amount of material dredged (in cubic yards)

1.3.3 Notification of Intent to Dredge to Virginia Marine Resources Commission - Habitat Management Division

The Contractor shall notify the Virginia Marine Resources Commission, Habitat Management Division, Third Floor, 2600 Washington Avenue, Newport News, Virginia 23607-0756, in writing, at least 15 calendar days prior to commencement of dredging operations under this contract. The Contractor shall at the same time furnish a copy of the notice to the Contracting Officer. The Contractor shall include the Virginia Marine Resources Commission (VMRC) Permit Number on all correspondence and reports sent to the Virginia Marine Resources Commission.

1.3.4 Notification of Intent to Dredge to Nature Conservancy

The Contractor shall notify the Nature Conservancy, P.O. Box 158, attention: Barry Truitt, Virginia Coast Reserve Manager, Nassawadox, Virginia 23413, in writing, at least 15 calendar days prior to commencement of dredging operations. The notice shall include the construction start date and estimated duration of the construction operations at each respective dredging location. The Nature Conservancy phone number for contact during work hours (point of contact Barry Truitt) is (757)442-3049.

1.4 PHYSICAL DATA

1.4.1 Physical Conditions Information

The physical conditions indicated on the drawings and in the specifications are the result of site investigations and surveys. Information and data furnished or referred to below is furnished for the Contractor's information; however, it shall be expressly understood that the Government will not be responsible for any interpretation or conclusion drawn from this information or data by the Contractor. The approximate mean range of tide at each dredging area is noted on the respective drawings. Tidal currents are not of sufficient velocity to interfere with dredging operations.

1.4.2 Site Related Weather Conditions

Complete weather forecasts, records and reports may be obtained from the National Weather Service in Wakefield, Virginia, telephone (757) 899-4200, Menu selection service or operator assisted as applicable. The Contractor shall satisfy himself as to the hazards likely to arise from the weather conditions during the dredging period. The locations of the work are somewhat protected; however, storms and severe winds may cause suspension of dredging work for short periods.

1.4.3 Obstruction of Channel

The Government will not undertake to keep the area of channels free from vessels or other obstructions, except to the extent of such regulations, if

any, as may be prescribed by the Secretary of the Army, in accordance with the provisions of Section 7 of the River and Harbor Act, approved 3 August 1917. The Contractor will be required to conduct the work in such manner as to obstruct navigation as little as possible, and in case the Contractors' plant so obstructs the channel as to make difficult or endanger the passage of vessels, said plant shall be promptly moved on the approach of any vessel to such an extent as may be necessary to afford a practicable passage. Upon the completion of the work, the Contractor shall promptly remove his plant, including ranges, buoys, piles, and other marks placed by him under this contract in navigable water or on shore.

1.4.4 Responsibility

The Contractor shall hold and save harmless the United States, its officers, and employees from all claims that may arise as a result of the Contractor's negligence in connection with the work performed under the contract, from noncompliance by the Contractor with the provisions of the contract drawings and specifications, or from the instruction of the Contracting Officer.

1.4.5 Condition of Dredging Areas

The plans for dredging show the condition of the respective dredging areas at the dates shown. There are not any known cables, pipes, bridges, or tunnels that cross the areas to be dredged. The dredging areas may contain trash, debris, and small obstructions not shown on the plans for dredging. There are privately owned crab shed structures, bulkheads, piers, docks, mooring piles, and other existing items in proximity to the areas to be dredged, and are in various conditions ranging from total deterioration to properly maintained. The Contractor shall exercise due care in all dredging and attendant plant operations to prevent damage to all structures, bulkheads, piers, docks, mooring piles, and any other existing items that remain in the work area during dredging operations.

1.4.6 Channel Traffic

The vessel traffic to be encountered during dredging operations consists of commercial fishing vessels, U.S. Coast Guard vessels, various smaller privately-owned fishing vessels and pleasure craft. The Contractor shall expect that the traffic will cause periodic delays and interruptions of his operations.

1.4.7 Oyster Grounds

Leased and public oyster grounds are present in the project area and are depicted on the contract drawings. The locations shown for the oyster grounds are based on information furnished by the Virginia Marine Resources Commission. In order to avoid damage to oyster grounds the Contractor shall exercise care in the dredging operations, pipeline placement, and the movement and operation of all other attendant plant and equipment.

1.5 LAYOUT OF WORK AND SURVEYS

1.5.1 General

The Contractor shall be responsible for the layout of all work and have all markings placed in the field marked by a licensed Professional Engineer or Surveyor currently licensed in the Commonwealth of Virginia. The markings shall be placed in the immediate work areas only and shall be removed once a work area has been accepted. The Government will establish the tide staff gauge within vicinity of the respective dredging areas. The Contractor shall provide the Contracting Officer written notice at least 14 calendar days in advance of commencement of dredging and dredged material placement operations Advance Notice for Dredging to assure the completion of the initial Government verification review. The Government shall verify all remaining markings as the dredging and dredged material placement operations are allowed to proceed. As applicable, the Government will furnish within 14 calendar days of receipt of a written request by the Contractor, the corner point coordinates for each contract dredging area or acceptance section, and the coordinates and monument descriptions for the existing horizontal control within vicinity of the work areas. All requests shall be addressed to U.S. Army Corps of Engineers, Norfolk District, Operations Branch, Navigation Support and Survey Section, CENAO-TS-ON, 803 Front Street, Norfolk, Virginia 23510-1096. Point of contact concerning this request is Chief, Navigation Support and Survey Section, telephone (757) 441-7125, or FAX (757) 441-7664. The Contractor shall be responsible for using this information to dredge within the areas and prisms as shown, and to deposit the dredged material at the locations indicated. The Contractor shall establish and maintain at his own expense all markings of the dredging and placement areas and shall remove same upon completion of the work. The contract completion time will not be extended due to failure of the Contractor to adequately establish and maintain his markings of the work areas.

1.5.1.1 Electronic Survey and Positioning Systems

When the Contractor utilizes electronic survey and positioning systems to perform dredging and dredged material placement operations, all work accomplished with the use of the systems shall be reviewed and certified as accurate by the Contractor's Quality Control Manager. This signed certification shall be submitted as a part of the Daily Report of Operations in accordance with the requirements of SECTION 01451 to assure that all work performed with the use of the equipment and systems meets contract requirements.

1.5.2 Before Dredging Survey

The Contractor shall give the Contracting Officer written notice for Acceptance Section Survey Reports at least 14 calendar days prior to arrival of the dredge plant at the first work area or acceptance section, and shall furnish written notice at least 14 work days in advance of need for subsequent before dredging surveys. It is understood that the surveys made in response to notice by the Contractor will constitute the before dredging survey and that any subsequent surveys occasioned through Contractor delays will be charged against the Contractor at a rate of \$5,000 per day. The Contracting Officer will not be responsible for any delays in the commencement of work caused by incomplete surveys if the

Contractor fails to provide adequate advance written notice as specified.

1.5.3 Datum and Bench Marks

The plane of reference shall be mean lower low water (MLLW) as established by National Ocean Service (NOS), as used on the drawing and in these specifications. The following listed benchmark is referenced on the drawing and shall be used by the Contractor for the locations specified:

METOMPKIN BAY CHANNEL: STATION -7+00 TO 90+00
BENCH MARK: 0705-C 1982
ELEVATION: 3.37 feet above MLLW (NOS)

The bench mark is located near the Town of Gargathy in Accomack County, Virginia. To reach the bench mark from the intersection of U.S. Route 13 and State 260, proceed East on State 680 for approximately 1.8 miles to the small boat ramp at the end of the road. Continue by boat Southward on the WCV Channel for approximately 5 miles. The bench mark is situated approximately 300 feet Southwest (67 degrees) from Red Day Beacon No. 72. The bench mark is a standard NOS brass disk stamped "0705-C 1982".

MAGOTHY BAY CHANNEL
BENCHMARK: BM "M-F 1997"
ELEVATION: +5.02 feet above MLLW (NOS)

To reach the tidal bench mark from the public boat landing at Oyster, Virginia, proceed by boat South on the Intracoastal Waterway to Red Day Marker Number 248 at the North end of Magothy Bay. The bench mark is situated 1180 feet WNW of Red Day Marker Number 248, and on a North line with Smith Island Lighthouse in the approximate middle of a marsh island. The bench mark is crimped to the top of a stainless steel rod driven 32 feet to refusal and encased in a 4 inch PVC pipe and concrete kickblock.

BRADFORD BAY CHANNEL
BENCH MARK: PRIG 1980
ELEVATION: 6.69 feet above MLLW (NOS)

The bench mark is located in the Town of Wachapreague in Accomack County, Virginia. To reach the bench mark from the Post Office, proceed approximately 0.1 mile to the intersection of Main Street and Route 1701 which runs parallel to the waterfront. Turn on to Route 1701 and proceed South for approximately 400 feet to a catch basin on the East side of the road next to the Wachapreague Marina. The bench mark is a standard Corps of Engineers brass disk set in the Northeast corner of the catch basin stamped "PRIG 1980".

1.5.4 Use of Coast Guard Navigation Aid Structures

The Commander, Fifth Coast Guard District, has authorized the Norfolk District, Corps of Engineers, and its Contractors to use fixed Federal aids to navigation structures, established and maintained by the U. S. Coast Guard, for support of temporary dredging tide gauges when performing

Federal dredging operations. If a Contractor chooses to use navigation aid structures for this purpose, he shall abide by the following requirements:

- a. The Contractor shall advise the Commander, Fifth Coast Guard District, Aids to Navigation Branch, Federal Building, 431 Crawford Street, Portsmouth, Virginia 23704, in writing, of his intention to attach tide gauges to navigation aid and structures, prior to commencing a dredging project. This notice shall include the name of each aid to navigation to which tide gauges are to be attached, and the anticipated dates the gauges will be attached and removed. A copy of this notice shall be furnished at this time to the Contracting Officer.
- b. The Contractor shall be required to remove any temporary tide gauges immediately upon completion of dredging operations and demobilization of dredging plant. The Contractor shall at his expense repair or replace any aids that he has damaged or destroyed as a result of the Contractor's use of such aids.
- c. This provision refers only to Federal aids to navigation structures and does not authorize the Contractor to utilize aids that are not established and maintained by the U. S. Coast Guard. This provision also does not authorize the Contractor to utilize Federal navigation aid structures for any purposes other than the support of temporary tide gauges.

1.6 INSPECTION

1.6.1 General Inspection Requirements

The presence of the construction representative shall not relieve the Contractor of responsibility for the proper execution of the work in accordance with the specifications. The Contractor will be required:

- a. To furnish, on the request of the Contracting Officer or any construction representative, the use of such boats, boatmen, laborers, and material forming a part of the ordinary and usual equipment and crew of the dredging plant as may be reasonably necessary in inspecting and supervising the dredging areas.
- b. To furnish, on the request of the Contracting Officer or any construction representative, suitable transportation from all points within the placement area, to and from the various pieces of plant and the staging areas, and within the material placement area as may be reasonably necessary in inspecting and supervising the work. Should the Contractor refuse, neglect, or delay compliance with these requirements, the specific facilities may be furnished and maintained by the Contracting Officer, and any resultant cost incurred by the government will be deducted from any amounts due or to become due the Contractor.

1.7 SHOALING

The drawings and quantity estimates are based on the condition of the dredging areas at the time of the most recent surveys; however, the actual

quantities to be dredged will be computed from surveys made immediately before dredging. Any shoaling that has developed, subsequent to the surveys indicated on the drawings and contiguous to the areas indicated to be dredged under this contract, shall be removed by the Contractor at the contract unit price for dredging, including any applicable unit price adjustments if so directed by the Contracting Officer. Any such shoaling within contiguous areas will be included as part of the required dredging prism for the purposes of CONTRACT CLAUSE "VARIATION IN ESTIMATED QUANTITIES".

1.7.1 Shoaling Prior to Dredging

The drawings and quantity estimates are based on the condition of the dredging areas at the time of the most recent surveys; however, the actual quantities to be dredged will be computed from surveys made immediately before dredging. Any shoaling that has developed, subsequent to the surveys indicated on the drawings and contiguous to the areas indicated to be dredged under this contract, shall be removed by the Contractor at the contract unit price for dredging, including any applicable unit price adjustments if so directed by the Contracting Officer. Any such shoaling within contiguous areas will be included as part of the required dredging prism for the purposes of CONTRACT CLAUSE "VARIATION IN ESTIMATED QUANTITIES".

1.7.2 Shoaling Subsequent to Dredging

If, before the contract is completed, shoaling occurs in any section previously accepted, including shoaling in the finished basin, because of the natural lowering of the side slopes, re-dredging at contract price, including any applicable unit price adjustments, within the limit of available funds, may be done if agreeable to both the Contractor and the Contracting Officer.

1.8 FINAL EXAMINATION AND ACCEPTANCE

As soon as practicable after the completion of the entire work or any portion of the work which in the opinion of the Contracting Officer will not be subject to damage by further operations under the contract, such work will be thoroughly examined at the cost and expense of the Government by sounding, as determined by the Contracting Officer. Should any shoals, lumps, or other lack of contract depth be disclosed by this examination, the Contractor will be required to remove same by dredging at the contract rate for dredging, but if the bottom is soft and the shoal areas are small and form no material obstruction to navigation, the removal of such shoal may be waived at the discretion of the Contracting Officer. The Contractor shall provide adequate advance notice to the Contracting Officer of the completion of dredging of each acceptance section to insure prompt performance of the after dredging acceptance surveys. The Contractor shall provide the notice in writing at least 10 calendar days in advance of anticipated completion of each section of work. If the Contractor fails to provide this advance notice, the Contracting Officer will not be responsible for any delays caused by incomplete surveys. The Contractor will be notified when soundings are to be made, and may accompany the survey party. When the area is found to be in satisfactory condition, it

will be accepted. Should more than two sounding operations by the Government over an area be necessary by reason of work for the removal of shoals disclosed at a prior sounding, the cost of such third and any subsequent sounding operations will be charged against the Contractor at the rate of \$5,000 per day for each day in which the Government Plant is engaged in sounding or is en route to or from the site or held at or near the said site for such operations. Final acceptance of the whole or a part of the work and the deductions or corrections of deductions made thereon will not be reopened after having once been made, except on evidence of collusion, fraud, or obvious error, and the acceptance of a completed section shall not change the time of payment of the retained percentages of the whole or any part of the work.

1.9 SIGNAL LIGHTS

The Contractor shall display signal lights and conduct his operations in accordance with the General Regulations of the Department of the Army and of the Coast Guard governing lights and day signals to be displayed by towing vessels with tows on which no signals can be displayed, vessels working on wrecks, dredges, and vessels engaged in laying cables or pipe or in submarine or bank protection operations, lights to be displayed on dredge pipe lines, and day signals to be displayed by vessels of more than 65 feet in length moored or anchored in a fairway or channel, and the passing by other vessels of floating plant working in navigable channels, as approved by the Secretary of the Army and the Commandant, U. S. Coast Guard.

1.10 EQUIPMENT OWNERSHIP AND OPERATING EXPENSE SCHEDULE

1.10.1 Costs

Allowable cost for construction and marine plant and equipment in sound workable condition owned or controlled and furnished by a Contractor or subcontractor at any tier shall be based on actual cost data when the Government can determine both ownership and operating costs for each piece of equipment or equipment groups of similar serial and series from the Contractor's accounting records. When both ownership and operating costs cannot be determined from the Contractor's accounting records, equipment costs shall be based upon the applicable provisions of EP 1110-1.8, "Construction Equipment Ownership and Operating Expense Schedule", Region II. Working conditions shall be considered to be average for determining equipment rates using the schedule unless specified otherwise by the Contracting Officer. For equipment not included in the schedule, rates for comparable pieces of equipment may be used or a rate may be developed using the formula provided in the schedule. For forward pricing, the schedule in effect at the time of negotiations shall apply. For retrospective pricing, the schedule in effect at the time the work was performed shall apply.

1.10.2 Rentals

Equipment rental costs are allowable, subject to the provisions of FAR 31.105(d)(ii) and FAR 31.205-36 substantiated by certified copies of paid invoices. Rates for equipment rented from an organization under common control, lease-purchase or sale-leaseback arrangements will be determined

using the schedule except that rental costs leased from an organization under common control that has an established practice of leasing the same or similar equipment to unaffiliated lessees are allowable. Costs for major repairs and overhaul are unallowable.

1.10.3 Data

When actual equipment costs are proposed and the total amount of the pricing action is over \$25,000, cost or pricing data shall be submitted on the Standard Form 1411, "Contract Pricing Proposal Cover Sheet". By submitting cost or pricing data, the Contractor grants to the Contracting Officer or an authorizing representative the right to examine those books, records, documents and other supporting data that will permit evaluation of the proposed equipment costs. After price agreement the Contractor shall certify that the equipment costs or pricing data submitted are accurate, complete and current.

1.11 BRIDGE-TO-BRIDGE RADIO COMMUNICATION

In order that radio communication may be made with passing vessels, all dredges engaged in work under this contract shall be equipped with bridge-to-bridge radio telephone equipment. The radio telephone equipment shall operate on a single channel very high frequency (VHF), FM, on a frequency of 156.65 megahertz with low power output having a communication range of approximately ten miles. The Federal Communications Commission has approved the frequency.

1.11.1 Radio

The Contractor shall provide the Government construction representative a portable radio capable of communicating with the dredge for the duration of work under this contract. The Contractor shall maintain the radio as required.

1.12 NOTIFICATION OF COAST GUARD

Prior to commencement of work on this contract, the Contractor shall notify the Commander, Fifth Coast Guard District of his intended operations to dredge and request that it be published in the Local Notice to Mariners. This notification must be given in sufficient time so that it appears in the Notice to Mariners at least 5 workdays prior to the commencement of this contract.

1.12.1 Local Notice To Mariners

The Local Notice To Mariners (LNM) for the Fifth Coast Guard District is available by phone at (757) 398-6367, on the Internet at: <http://www.navcen.uscg.gov/lnm/d5/default.htm>, and e-mail address: D5Local@LANTD5.uscg.mil. The LNM is the primary means for disseminating information concerning aids to navigation, hazards to navigation, and other items of marine information of interest to mariners on the waters of the United States, its territories, and possessions. These notices are essential to all navigators for the purpose of keeping their charts, light lists, Coast Pilots and other nautical publications up-to-date. These

notices are published weekly. They may be obtained free of charge, by making application to the Fifth Coast Guard District, Federal Building, 431 Crawford Street, Portsmouth, Virginia 23704. If the Contractor encounters any objects on the channel bottom during dredging operations or transport of his plant that could be a hazard to navigation, he shall notify the Coast Guard immediately as to location and at the same time notify the Contracting Officer.

1.12.2 Navigation Aids

The Contractor shall not relocate or move any aids to navigation that have been established by the U.S. Coast Guard. If it becomes necessary to have any aid to navigation moved in order to complete dredging operations under this contract, the Contractor shall notify the U.S. Coast Guard in writing at the address above with a copy to the Contracting Officer not less than 15 calendar days prior to such need for movement. The Contractor shall notify the U.S. Coast Guard of the approximate time the navigation aid may be relocated to its original position. All notifications to the U.S. Coast Guard shall at the same time be provided to the Contracting Officer and recorded in the Daily Report of Operations. In the event that the Contractor disturbs or damages any navigation aid during work operations, which includes during mobilization or demobilization of his plant, the Contractor shall immediately stop the activity which disturbed or damaged the navigation aid, take immediate corrective action to prevent further disturbances or damage, and shall notify the Coast Guard immediately as to location, and at the same time notify the Contracting Officer.

1.13 ENVIRONMENTAL LITIGATION

1.13.1 Litigation

If the performance of all or any part of the work is suspended, delayed, or interrupted due to an order of a court of competent jurisdiction as a result of environmental litigation, as defined below, the Contracting Officer, at the request of the Contractor, shall determine whether the order is due in any part to the acts or omissions of the Contractor or a subcontractor at any tier not required by the terms of this contract. If it is determined that the order is not due in any part to acts or omissions of the Contractor or a subcontractor at any tier other than as required by the terms of this contract, such suspension, delay, or interruption shall be considered as if ordered by the Contracting Officer in the administration of this contract under the terms of the "Suspension of Work" clause of this contract. The period of such suspension, delay, or interruption shall be considered unreasonable, and an adjustment shall be made for any increase in the cost of performance of this contract (excluding profit) as provided in that clause, subject to all the provisions thereof. The term "environmental litigation" means, a lawsuit alleging that the work will have an adverse effect on the environment or that the Government has not duly considered, either substantively or procedurally, the effect of the work on the environment.

1.14 HISTORICAL AND ARCHAEOLOGICAL FINDS

Federal legislation provides for the protection, preservation, and

collection of scientific, prehistoric, historic, and archaeological data, including relics and specimens that might otherwise be lost as a result of any Federal construction project. Should the Contractor, or any of the Contractor's employees, or parties operating or associated with the Contractor, in the performance of this contract discover evidence of possible scientific, prehistoric, historic, or archaeological data, the Contractor shall immediately cease work at that location, and notify the Contracting Officer, giving the location and nature of the findings. The Contractor shall forward written confirmation to the Contracting Officer as directed. The Contractor shall exercise care so as not to disturb or damage shipwrecks, artifacts or fossils uncovered during excavation, dredging and material placement operations, and shall provide such cooperation and assistance as may be necessary to preserve the findings for removal or other disposition. Any person who, without written permission, injures, destroys, excavates, appropriates, moves or removes any historic or prehistoric artifact, object of antiquity, or archaeological resource is subject to arrest and penalty of law. Where appropriate by reason of discovery, the Contracting Officer may order delays in the time of performance or changes in the work, or both. If such delays or changes are ordered, an equitable adjustment will be made in accordance with the applicable clauses of the contract.

1.15 SCHEDULING AND DETERMINATION OF PROGRESS

In accordance with the Contract Clauses, the Contractor shall submit for approval a practicable Progress Schedule at the Pre-Construction Conference specified in SECTION 01200. The Progress Schedule shall be prepared and certified as complete by the Contractor's Quality Control Representative in the form of a chart graphically indicating the sequence proposed to accomplish each work feature or operation. The chart shall be prepared to show the starting and completion dates of all work features on a linear horizontal time scale beginning with date of Notice to Proceed, arrival date of Contractor's plant to the job site, all activities scheduled prior to dredging, dredging start and completion dates, and calendar days to completion of all work. Each activity in the construction shall be represented by an arrow. The head to tail arrangement of arrows shall flow from left to right and shall show the order and interdependence of activities and the sequence in which the work is to be accomplished as planned by the Contractor. Each arrow representing an activity shall be annotated to show the activity description and duration. Contractor shall indicate on the chart the important work features or operations that are critical to the timely overall completion of the project. Key dates for such important work features and portions of work features are milestone dates and shall be so indicated on the chart. This schedule will be the medium through which the timeliness of the Contractor's construction efforts is appraised. When changes are authorized that result in contract time extensions, the Contractor shall submit a modified chart for approval by the Contracting Officer. The Contract Clause entitled "SCHEDULE FOR CONSTRUCTION CONTRACTS" with reference to overtime and extra shifts, may be invoked when the Contractor fails to start or complete work features or portions of same by the time indicated by the milestone dates of the approved progress chart, or when it is apparent to the Contracting Officer from the Contractor's actual progress that these dates will not be met. Neither on this chart nor on the periodic chart which the Contractor is

required to prepare and submit, as described in "SCHEDULE FOR CONSTRUCTION CONTRACTS" of the Contract Clauses, shall the actual progress to be entered include or reflect any materials which may be on the site, but are not yet installed or incorporated in the work. For payment purposes only, an allowance will be made by the Contracting Officer of 100 percent of the invoiced cost of materials or equipment delivered to the site but not incorporated into the construction, pursuant to Contract Clause "PAYMENTS UNDER FIXED PRICE CONSTRUCTION CONTRACTS". The Contractor's progress schedule shall include a chart of the scheduled work activities plotting scheduled completion percentage based on dollar value on one axis and time on the other axis. The actual progress shall be plotted on the required periodic chart submittals to indicate the percentage of work scheduled and actually completed.

1.16 PROFIT

1.16.1 Weighted Guidelines

Weighted guidelines method of determining profit shall be used on any equitable adjustment change order or modification issued under this contract. The profit factors, expressed as a percent, shall be as follows:

Factor	Rate	Weight	Value
Degree of Risk	20		
Relative difficulty of work	15		
Size of Job	15		
Period of performance	15		
Contractor's investment	5		
Assistance by Government	5		
Subcontracting	25		
	100		

1.16.2 Values

Based on the circumstances of each procurement action, each of the above factors shall be weighted from .03 to .12 as indicated below. The value shall be obtained by multiplying the rate by the weight. The value column when totaled indicates the fair and reasonable profit percentage under the circumstances of the particular procurement.

1.16.2.1 Degree of Risk

Where the work involves no risk or the degree of risk is very small, the weighting should be .03; as the degree of risk increases, the weighting should be increased up to a maximum of .12. Lump sum items will have, generally, a higher weighted value than the unit price items for which quantities are provided. Other things to consider: the portion of the work to be done by subcontractors, nature of work, where work is to be performed, reasonableness of negotiated costs, amount of labor included in costs, and whether the negotiation is before or after performance of work.

1.16.2.2 Relative Difficulty of Work

If the work is most difficult and complex, the weighting should be .12 and should be proportionately reduced to .03 on the simplest of jobs. This factor is tied in to some extent with the degree of risk. Some things to consider: the nature of the work, by whom it is to be done, where, and what is the time schedule.

1.16.2.3 Size of Job

All work not in excess of \$100,000 shall be weighted at .12. Work estimated between \$100,000 and \$5,000,000 shall be proportionately weighted from .12 to .05.

1.16.2.4 Periods of Performance

Jobs in excess of 24 months are to be weighted at .12. Jobs of lesser duration are to be proportionately weighted to a minimum of .03 for jobs not to exceed 30 days. No weight where additional time not required.

1.16.2.5 Contractor's Investment

To be weighted from .03 to .12 on the basis of below average, average, and above average. Things to consider: amount of subcontracting, mobilization payment item, Government furnished property, equipment and facilities, and expediting assistance.

1.16.2.6 Assistance by Government

To be weighted from .12 to .03 on the basis of average to above average. Things to consider: use of Government owned property, equipment and facilities, and expediting assistance.

1.16.2.7 Subcontracting

Shall be weighted inversely proportional to the amount of subcontracting. Where 80 percent or more of the work is to be subcontracted, the weighting is to be .03 and such weighting proportionately increased to .12 where all the work is performed by the Contractor's own forces.

1.17 PARTNERING

In order to most effectively accomplish this contract, the Government is willing to form a cohesive partnership with the Contractor. This partnership would strive to draw on the strengths of each organization in an effort to achieve a quality project done correctly, within budget, and on time. This partnership would be bilateral in make-up and partnership will be totally voluntary. Any cost associated with effectuating this partnership will be agreed to by all parties and will be shared equally with no change in contract price.

1.18 SUBCONTRACTS AND WORK COORDINATION

Contract Clauses "SUBCONTRACTS", "PERMITS AND RESPONSIBILITIES", and "MATERIAL AND WORKMANSHIP" are supplemented as follows:

(a) Divisions or sections of specifications are not intended to control the Contractor in dividing the work among subcontractors, or to limit work performed by any trade.

(b) Contractor shall be responsible for coordination of the work of the trades, subcontractors, and materials.

(c) The Government or its representative will not undertake to settle any difference between the Contractor and Contractor's subcontractors, or between subcontractors.

(d) The Government reserves the right to refuse to permit employment on the work or require dismissal from the work of any subcontractor who, by reason of previous unsatisfactory work on Corps of Engineers projects, or for any other reason is considered by the Contracting Officer to be incompetent or otherwise objectionable.

1.19 CONSTRUCTION MANPOWER AND EQUIPMENT REPORT

The Contractor shall submit executed CENAO Form 987, Construction Manpower and Equipment Report daily. The report shall include manpower and equipment for the general and subcontractors. Forms are available from the Contracting Officer.

PART 2 PRODUCTS (THIS PART NOT USED)

PART 3 EXECUTION (THIS PART NOT USED)

-- End of Section --

SECTION 01200
PROJECT MEETINGS

8/02

PART 1 GENERAL

1.1 SUBMITTALS (NOT APPLICABLE)

1.2 PRECONSTRUCTION CONFERENCE

1.2.1 Scheduling

After award of the construction contract and prior to the start of any construction work, the Contracting Officer (CO) will schedule and conduct a preconstruction conference. The Contractor's Project Manager, Superintendent and Quality Control System Manager shall attend this meeting. The Contractor is encouraged to have an officer of his company (Project Manager could be this person) and representation from each of his sub-contractors and major construction work divisions at the conference. This conference will be held at a location and time as specified by the CO.

1.2.2 Purpose

The purpose of this preconstruction conference is to enable the CO to outline the procedures that will be followed by the Government in its administration of this construction contract and to discuss the performance that will be expected from the Contractor. This conference will allow the Contractor an opportunity to ask questions about the Government's supervision and inspection of contract work, about security requirements, regulations, and other similar matters. The CO may invite Nature Conservancy and other Government personnel involved in the work to attend this conference.

1.2.3 Discussion Items

The following is a list of items for discussion during the preconstruction conference. However, the Contracting Officer may include additional items for discussion as conditions and the work require.

- a. Authority of the Contracting Officer/Contracting Officer's Representative.
- b. Contractor's Progress Schedule.
- c. Correspondence Procedures.
- d. Contractor Labor Standards Provisions.
- e. Contract Modifications and Administrative Procedures.
- f. Contractor's Administrative, Laydown and Storage Areas.

- g. Procedures for Processing Submittals.
- h. Payment Estimate Data and Procedures.
- i. Contractor Utilities.
- j. Security Requirements and Other Regulations, if applicable.
- k. Government Furnished Equipment, if applicable.
- l. Disposition of Salvage Property.
- m. Contractor Insurance Requirements.
- n. Value Engineering Program.
- o. Contractor Performance Evaluation.
- p. As-Built Drawings.
- q. Warranty of Construction and Single Point of Contact.
- r. Turnover of Completed Facilities.
- s. Contractor Plan of Operations - The Contractor shall indicate his method(s) of layout and accomplishment of the scheduled work, and his verification/certification procedures for accuracy of the respective areas of work to be accomplished.
- t. Contractor Required Notification Procedures
- u. Contractor's Submittal Register
- v. Contractor's Survey and Information Reporting Procedures
- w. Contractor's Placement Plans and Activity Hazard Analysis Related to Placement Procedures

1.3 OTHER MEETINGS

Other meetings may be held after the Preconstruction Conference, and such meetings may include the following:

- a. Accident Prevention Safety Plan
- b. Quality Control Plan.
- c. Environmental Protection Plan.

1.4 MINUTES OF MEETINGS

The Government will prepare minutes of the meeting and will provide the

Contractor with a signed original for review and concurrence. The minutes shall include all items discussed at the meeting and the Government will make all corrections provided by the Contractor and resubmit the corrected minutes to the Contractor within seven days.

PART 2 PRODUCTS (THIS PART NOT USED)

PART 3 EXECUTION (THIS PART NOT USED)

-- End of Section --

SECTION 01270

MEASUREMENT AND PAYMENT

08/02

PART 1 GENERAL

1.1 SUBMITTALS

Not Used.

1.2 LUMP SUM PAYMENT ITEMS

Payment items for the work of this contract for which contract lump sum payments will be made are listed in the BIDDING SCHEDULE and described below. All costs for items of work, which are not specifically mentioned to be included in a particular lump sum or unit price payment item, shall be included in the listed lump sum item most closely associated with the work involved. The lump sum price and payment made for each item listed shall constitute full compensation for furnishing all plant, labor, materials, and equipment, and performing any associated Contractor quality control, environmental protection, meeting safety requirements, tests and reports, and for performing all work required for which separate payment is not otherwise provided.

1.2.1 Base Bid Payment Item No. 0001 Mobilization and Demobilization

All costs connected with the mobilization and demobilization of all of the Contractor's dredging plant and equipment as defined below will be paid for at the contract lump sum price for this item. Sixty percent of the lump sum price will be paid to the Contractor upon completion of his mobilization at the work site. The remaining forty percent will be paid to the Contractor upon completion of demobilization. In the event the Contracting Officer considers that the amount in this item, sixty percent which represents mobilization and forty percent which represents demobilization, does not bear a reasonable relation to the cost of the work in this contract, the Contracting Officer may require the Contractor to produce cost data to justify this portion of the bid. Failure to justify such price to the satisfaction of the Contracting Officer will result in payment of actual mobilization costs, as determined by the Contracting Officer, at the completion of mobilization, and actual demobilization costs, as determined by the Contracting Officer, at the completion of demobilization. The determination of the Contracting Officer is not subject to appeal.

1.2.1.1 Mobilization

Mobilization shall include all costs for operations accomplished prior to commencement of actual dredging operations. This shall include transfer of dredge and attendant plant, booster pumps, bulldozers and other like equipment and machinery for site work, all initial installation of pipe, and any other associated work that is necessary in advance of the actual dredging operations.

1.2.1.2 Demobilization

Demobilization shall include general preparation for transfer of plant to its home base, removal of pipelines, cleanup of site of work including the placement area, and transfer of plant to its home base.

1.3 UNIT PRICE PAYMENT ITEMS

Payment items for the work of this contract on which the contract unit price payments will be made are listed in the BIDDING SCHEDULE and described below. The unit price and payment made for each item listed shall constitute full compensation for furnishing all plant, labor, materials, and equipment, and performing any associated Contractor quality control, environmental protection, meeting safety requirements, tests and reports, and for performing all work required for each of the unit price items.

1.3.1 Base Bid Payment Item No. 0003 Dredging

Payment to be made for all costs associated with dredging shall include the cost of removal and placement of material as indicated and specified, exclusive of the mobilization and demobilization as defined above. The total amount of material removed and to be paid for under this payment item will be measured by the cubic yard in place by computing the volume between the bottom surface shown by soundings of the last surveys made before dredging, and the bottom surface shown by the soundings of surveys made as soon as practicable after the work has been completed. The volume for measurement and payment shall include the material within the limits of overdepth and side slopes described in paragraph "Required Dredging Prism, Overdepth, and Side Slopes" of SECTION 02881, less any deductions that may be required for misplaced material described in subparagraph "Misplaced Material", below. The drawings are believed to accurately represent conditions at the time of the surveys indicated. New soundings will be taken immediately before dredging. The Contractor's unit price for dredging, based on the above method of computation of the quantity for payment, shall include his evaluation of shoaling, other natural changes in the waterway, or changes caused by the Contractor's operations that might occur during the period between the surveys before dredging and the surveys for acceptance of the work. Computations for payment purposes will be made by the Government using the average end area method and proprietary electronic data processing software and machines. Determination of quantities removed and the deductions made to determine quantities in place to be paid for in the areas specified, after having once been made, will not be reopened except on evidence of collusion, fraud, or obvious error.

1.4 MISPLACED MATERIAL

Any material that is deposited elsewhere than in places designated or approved by the Contracting Officer will not be paid for, and the Contractor may be required to remove such misplaced material and deposit it where directed by the Contracting Officer at the Contractor's expense.

1.5 EXCESSIVE DREDGING

Material taken from outside the specific areas to be dredged or beyond the limits as extended in paragraph "Required Dredging Prism, Overdepth, and Side Slopes" will be considered as excessive overdepth dredging, or excessive side slope dredging, for which payment will not be made. Nothing in these specifications shall be construed to prevent payment for the removal of shoals performed in accordance with the applicable provisions of Paragraphs SHOALING and FINAL EXAMINATION AND ACCEPTANCE of Section 01005.

1.6 MONTHLY PARTIAL PAYMENTS

Monthly partial payments will be based on estimated quantities determined by the Contracting Officer.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION (Not Applicable)

-- End of Section --

SECTION 01330

SUBMITTAL PROCEDURES

03/01

PART 1 GENERAL

1.1 SUBMITTAL IDENTIFICATION AND CLASSIFICATION

The Contractor shall insure all submittals as required in the Contract are submitted to the government as identified and in accordance with the procedures specified in this Section. Submittals may be required for work features and procedures in the specifications that are not listed or classified as indicated below. The Contractor shall still be required to list these submittals in his Submittal Register as required by the respective specification, and designate the submittal and action required in the register.

1.1.1 Submittal Identification

Submittals required are identified by SD numbers and titles with typical items to be submitted under this classification as follows:

SD-01 Preconstruction Submittals

- Certificates of insurance
- List of proposed subcontractors
- List of proposed products
- Construction Progress Schedule
- Submittal schedule
- Schedule of values
- Health and safety plan
- Activity Hazard Analysis
- Quality control plan
- Environmental protection plan

SD-02 Shop Drawings

As used in this section, drawings, schedules, diagrams, and other data prepared specifically for this contract, by contractor or through contractor by way of subcontractor, manufacturer, supplier, distributor, or other lower tier contractor, to illustrate portion of work.

SD-03 Product Data

Preprinted material such as illustrations, standard schedules, performance charts, instructions, brochures, diagrams, manufacturer's descriptive literature, catalog data, and other data to illustrate portion of work, but not prepared exclusively for this contract.

SD-04 Samples

Physical examples of products, materials, equipment, assemblies, or workmanship that are physically identical to portion of work, illustrating portion of work or establishing standards for evaluating appearance of finished work or both.

SD-05 Design Data

Placement plan with proposed equipment usage and datum used and benchmark locations.

SD-06 Test Reports

Report signed by authorized official of testing laboratory that a material, product or system identical to the material, product or system to be provided has been tested in accord with specified requirements.

Results of environmental testing.

Report which includes findings of a test required to be performed by the contractor on an actual portion of the work or prototype prepared for the project before shipment to job site.

Report which includes finding of a test made at the job site or on sample taken from the job site, on portion of work during or after installation.

Investigation reports.

Daily checklists.

Final acceptance test and operational test procedure.

SD-07 Certificates

Statements signed by responsible officials of manufacturer of product, system or material attesting that product, system or material meets specification requirements. Must be dated after award of project contract and clearly name the project.

Document required of Contractor, or of a supplier, installer or subcontractor through Contractor, the purpose of which is to further quality of orderly progression of a portion of the work by documenting procedures, acceptability of methods or personnel qualifications.

SD-08 Manufacturer's Instructions

Preprinted material describing installation of a product, system or material, including special notices and Material Safety Data sheets concerning impedances, hazards and safety precautions.

SD-09 Manufacturer's Field Reports

Documentation of the testing and verification actions taken by manufacturer's representative to confirm compliance with manufacturer's standards or instructions.

Factory test reports.

SD-10 Closeout Submittals

Placement area profiles and surveys.

1.1.2 Submittal Classification

Submittals are classified as follows:

a. Government Approved

Government approval is required for extensions of design, critical materials, deviations, equipment whose compatibility with the entire system must be checked, and other items as designated by the Contracting Officer. Within the terms of the Contract Clause entitled "Specifications and Drawings for Construction," they are considered to be "shop drawings."

b. Information Only

All submittals not requiring Government approval will be for information only. They are not considered to be "shop drawings" within the terms of the Contract Clause referred to above.

1.2 APPROVAL OF SUBMITTALS

The approval of submittals by the Contracting Officer's Representative (COR), shall not be construed as a complete check, but will indicate only that the general method of construction, work scheduling, and other information are satisfactory. Approval will not relieve the Contractor of the responsibility for any error which may exist, as the Contractor under the Contractor Quality Control (CQC) requirements of this contract is responsible for the dimensions, layout, and satisfactory construction of all work as indicated and specified. After submittals have been approved by the COR, resubmittal for the purpose of changing the approved Work Plan, Progress Schedule, designated Acceptance Sections, or for any other reason, will not be given consideration unless accompanied by an explanation as to why a change is necessary.

1.3 DISAPPROVED SUBMITTALS

The Contractor shall make all corrections required by the COR and promptly furnish a corrected submittal with the Daily CQC Report as specified for the initial submittal. If the Contractor considers any correction indicated on the submittal(s) to constitute a change to the contract, notice as required under the Contract Clause entitled "Changes" shall be

given at the same time to the COR.

1.4 WITHHOLDING OF PAYMENT

Payment for any part of the scheduled work accomplished by the Contractor, including transportation of the Contractor's plant to or from the site of the work, will not be made if required approvals for all parts of the scheduled work have not been obtained.

PART 2 PRODUCT (Not Used)

PART 3 EXECUTION

3.1 GENERAL

The Contractor shall submit all items required and specified in these specifications, and as may be required by other portions of the scheduled work. Proposed deviations from the contract requirements shall be clearly identified. The required submittals shall be listed in the Contractor's Work Plan and on the Contractor's Submittal Register Form 4288-R. All requirements of submittals shall be coordinated with SECTION 01451. Any questions regarding submittals required of the Contractor will be discussed at the Preconstruction Conference specified in SECTION 01200. At this Conference, and during the progress of the work, the COR may request submittals in addition to those listed when deemed necessary to adequately describe the work covered in the respective sections. Dimensions and units of weights and measures used on all submittals shall be the same as indicated and specified. Each submittal shall be complete and in sufficient detail to allow ready determination of compliance with contract requirements. Prior to submittal, all items shall be checked and approved as complete by the CQC representative as specified in SECTION 01451.

3.2 SCHEDULING

Submittals covering component items forming a system or items that are interrelated, such as access/egress to the work area, and delivery/storage of materials prior to construction of features shall be scheduled to be coordinated with the requirements specified and submitted concurrently.

3.2.1 Submittal and Report Identification

All submittals and reports shall be complete, properly marked, adequately detailed, and identified with location of occurrence in the respective specification section with paragraph number, drawing number and location, and respective Plan or Report requirement, as applicable. The Contractor's CQC representative shall sign and date each submittal and report as complete.

3.3 SUBMITTAL REGISTER (ENG FORM 4288)

At the end of this SECTION is a sample Submittal Register (ENG Form 4288-R) showing those plans, lists, and items of equipment and materials for which submittals are required by the specifications. The Contractor is informed this sample form may not list all submittals that may be required

of the Contractor; however, the Contractor shall utilize this form as a guide to provide, with his CQC Plan for approval, a complete Submittal Register listing all submittals required for the duration of the contract. The Submittal Register shall consist of individual pages representing the respective Specification Sections as shown in the attached sample. Columns "d" through "q" of the sample form indicate the method the Contractor is to use in identification of his submittals. In the respective Specification Sections and when so directed by specified requirements in other parts of the contract for a particular type of submittal, the Classification status to be inserted in Columns "p" and "q" is indicated. The Contractor's Quality Control Representative shall certify in writing as part of the CGC Plan the appropriate designation for all submittals has been made. The remainder of columns and how they are to be utilized during administration of the contract will be addressed at the Pre-Construction Conference as noted in SECTION 01200.

3.4 TRANSMITTAL FORM (ENG FORM 4025)

At the end of this SECTION is a sample Transmittal Form (ENG Form 4025) which shall be used for transmittal coordination of all submittals. This form shall be completed by the Contractor identifying each item to be submitted. Special care shall be exercised to ensure proper listing of the date of the submittal transmittal, specification section and paragraph number pertinent to the data submitted for each item, and numerical sequence coordination with the Submittal Register Form 4288-R, Column "b".

-- End of Section --

Instructions For Completing ENG FORM 4025-R, Mar 95

A. Enter date the submittal is issued.

B. Enter the Transmittal Number under which the submittal was made.

The Transmittal Number shall have the following format:

A-B.C

Where: A is the specification section

B is a consecutive number where 1 would be the first transmittal under the given specification section, 2 would be the second transmittal, etc.

C is a consecutive number identifying resubmittals. Number 1 would be the first resubmittal, 2 the second, etc.

Examples of Transmittal Numbers under Specification Section 01451:

01451-1
01451-2
01451-1.1 (first resubmittal of 01451-1)
01451-3

C. Enter name and address of Corps of Engineers reviewing office.

D. Enter name and address of Contractor.

E. Enter contract number.

F. If this is the first submittal of information for this item number, check the box for "New Submittal". If not, check the box for "Resubmittal".

G. If the "Resubmittal" box is checked, enter the previous Transmittal No.

H. Enter the specification section that applies to this Transmittal Form. A separate Transmittal Form shall be used for submittals under separate sections of the specifications.

I. Enter name and location of project.

J. Indicate whether the submittal is "For Information Only (FIO)" or for "Government Approval (Gov't Approval)".

K. Enter the Item No. as identified on the Submittal Register.

L. Enter the Description of the item submitted as identified on the Submittal Register.

M. Enter information as necessary. When a sample of material or Manufacturer's Certificate of Compliance is transmitted, indicate "Sample" or "Certification."

N. Enter the number of copies of submittal data attached.

O. Enter the specification paragraph number as identified on the Submittal Register using the following format:

Spec. Section - Paragraph number

P. Enter information as necessary.

Q. Enter Contractor Action Code. See reverse side of ENG Form 4025 for applicable codes.

R. A check shall be placed in the "Variation" column when a submittal is not in accordance with the plans and specifications. Attach a written statement describing the variation.

S. Review code assigned by the Government reviewer.

T. Remarks from the Contractor or Government review comments. Government review comments may also be placed on a separate sheet of paper.

U. Signature of Contractor reviewer.

V. Number of enclosures being returned to the Contractor by the Government reviewer

W. Signature and title of Government approving authority.

X. Date of review by the Government.

Other: In submitting manufacturer's literature or similar information, the Contractor shall clearly identify the item proposed for use.

TRANSMITTAL OF SHOP DRAWINGS, EQUIPMENT DATA, MATERIAL SAMPLES, OR MANUFACTURER'S CERTIFICATES OF COMPLIANCE <small>(Read instructions on the reverse side prior to initiating this form)</small>		DATE 1 Jan 97	TRANSMITTAL NO.
SECTION I - REQUEST FOR APPROVAL OF THE FOLLOWING ITEMS (This section will be initialed by the contractor)			
TO:	FROM:	CHECK ONE: <input type="checkbox"/> THIS IS A NEW TRANSMITTAL <input type="checkbox"/> THIS IS A RESUBMITTAL OF TRANSMITTAL	
PROJECT TITLE AND LOCATION		CONTRACT NO.	
SPECIFICATION SEC. NO. (Cover only one section with each transmittal)	DESCRIPTION OF ITEM SUBMITTED <small>(Type, size, model number, etc.)</small>	MFG OR COMPL. CAT., CURVE DRAWING OR BROCHURE NO. <small>(See instruction no. 4)</small>	MFG OR COMPL. CAT., CURVE DRAWING OR BROCHURE NO. <small>(See instruction no. 4)</small>
ITEM NO.	A	B	C
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SUBMITTAL REGISTER

CONTRACT NO.

TITLE AND LOCATION

MAINTENANCE DREDGING, WATERWAY ON THE COAST OF VIRGINIA

CONTRACTOR

ACTIVITY NO	TRANSMITTAL NO	SPEC SECT	DESCRIPTION	PARAGRAPH	CLASSIFICATION / REVIEWER	CONTRACTOR: SCHEDULE DATES			CONTRACTOR ACTION		DATE FWD TO APPR AUTH/	APPROVING AUTHORITY				MAILED TO CONTR/	REMARKS		
						SUBMIT	APPROVAL NEEDED	BY	MATERIAL NEEDED	ACTION		DATE OF	DATE RCD FROM	DATE FWD TO OTHER	DATE RCD FROM OTH			ACTION	DATE OF
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)	(m)	(n)	(o)	(p)	(q)	(r)		
		01005	SD-01 Preconstruction Submittals																
			Dredging Intent Notification	1.3	G														
			Report of Dredging	1.3.2	G														
			Advance Notice for Dredging	1.5.1	FIO														
			Acceptance Section Survey	1.5.2	FIO														
			Reports																
		01111	SD-08 Manufacturer's Instructions																
			Safety and Health Plan (Accident Prevention Plan)		G														
			Authorized Plant Operators		G														
			Hurricane Plan	1.4.5	G														
			Diving Operations Plan	1.4.5	G														
			Designated first-aid and CPR	1.4.7	G														
			trained attendants																
			Safety indoctrination certificates		G														
			Activity Hazard Analysis	1.4.3	FIO														
		01355	SD-01 Preconstruction Submittals																
			Environmental Protection Plan		G														
			Spill Control Plan		G														
			Recycling and Solid Waste		G														
			Minimization Plan																
			Air Pollution Control Plan		G														
			Contaminant Prevention Plan		G														
			Waste Water Management Plan		G														

CONTRACT NO.

MAINTENANCE DREDGING, WATERWAY ON THE COAST OF VIRGINIA

CONTRACTOR: SCHEDULE DATES	CONTRACTOR ACTION		APPROVING AUTHORITY		
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SECTION 01355

ENVIRONMENTAL PROTECTION

8/02

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

U.S. NATIONAL ARCHIVES AND RECORDS ADMINISTRATION (NARA)

33 CFR 328	Definitions
40 CFR 68	Chemical Accident Prevention Provisions
40 CFR 302	Designation, Reportable Quantities, and Notification
40 CFR 355	Emergency Planning and Notification

U.S. ARMY CORPS OF ENGINEERS (USACE)

EM 385-1-1	(1996) U.S. Army Corps on Engineers Safety and Health Requirements Manual
WETLAND MANUAL	Corps of Engineers Wetlands Delineation Manual Technical Report Y-87-1

1.2 DEFINITIONS

Environmental pollution and damage is defined as the presence of chemical, physical, or biological elements or agents that adversely affect human health or welfare; unfavorably alter ecological balances of plant or animal communities; or degrade the environment from an aesthetic, cultural or historic perspective.

1.2.1 Environmental Pollution and Damage

Environmental pollution and damage is the presence of chemical, physical, or biological elements or agents which adversely affect human health or welfare; unfavorably alter ecological balances of importance to human life; affect other species of importance to humankind; or degrade the environment aesthetically, culturally, or historically.

1.2.2 Environmental Protection

Environmental protection is the prevention and control of pollution and habitat disruption that may occur to the environment during construction. The control of environmental pollution and damage requires consideration of land, water, and air; biological and cultural resources; and includes management of visual aesthetics; noise; solid, chemical, gaseous, and liquid waste; radiant energy and radioactive material as well as other pollutants.

1.2.3 Contractor Generated Hazardous Waste

Contractor generated hazardous waste means materials that, if abandoned or disposed of, may meet the definition of a hazardous waste. These waste streams would typically consist of material brought on site by the Contractor to execute work, but are not fully consumed during the course of construction. Examples include, but are not limited to, excess paint thinners (i.e. methyl ethyl ketone, toluene), waste thinners, excess paints, excess solvents, waste solvents, excess pesticides, and contaminated pesticide equipment rinse water.

1.2.4 Waters of the United States

All waters which are under the jurisdiction of the Clean Water Act, as defined in 33 CFR 328.

1.2.5 Wetlands

Wetlands means those areas that are inundated or saturated by surface or ground water at a frequency and duration sufficient to support, and that under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soil conditions. Wetlands generally include swamps, marshes, and bogs. Official determination of whether or not an area is classified as a wetland must be done in accordance with WETLAND MANUAL.

1.3 GENERAL REQUIREMENTS

The Contractor shall minimize environmental pollution and damage that may occur as the result of construction operations. The environmental resources within the project boundaries and those affected outside the limits of permanent work shall be protected during the entire duration of this contract. The Contractor shall comply with all applicable Federal, State, and local laws and regulations. The Contractor shall provide environmental protective measures and procedures to prevent and control pollution, limit habitat disruption, and correct environmental damage that occurs during construction. The Contractor shall be responsible for any delays resulting from failure to comply with environmental laws and regulations.

1.4 SUBCONTRACTORS

The Contractor shall ensure compliance with this SECTION by subcontractors.

1.5 PAYMENT

No separate payment will be made for work covered under this SECTION. The Contractor shall be responsible for payment of fees associated with environmental permits, application, and notices obtained by the Contractor. All costs associated with this SECTION shall be included in the contract price. The Contractor shall be responsible for payment of all fines and fees for violation or non-compliance with Federal, State, Regional and local laws and regulations.

1.6 SUBMITTALS

Submit the following in accordance with Section 01330, "Submittal Procedures"

SD-01 Preconstruction Submittals; G

Environmental Protection Plan; G

Prior to commencement of any work, including delivery of any plant, equipment or construction materials to the site, submit a plan for environmental protection as specified herein. The information indicated below and specified herein shall be included with the Environmental Protection Plan for approval.

Spill Control Plan; G

Recycling and Solid Waste Minimization Plan; G

Air Pollution Control Plan; G

Contaminant Prevention Plan; G

Waste Water Management Plan; G

Historical, Archaeological, Cultural Resources Biological Resources and Wetlands Plan; G

1.7 ENVIRONMENTAL PROTECTION PLAN REQUIREMENTS

As a part of the Contractor's Work Plan, the Contractor shall submit an Environmental Protection Plan for review and approval by the Contracting Officer. This Environmental Protection Plan shall consist of a written narrative, as well as any supplemental drawings, documents, and photographs required to verify the Contractor's work will be in accordance with all laws and regulations governing the work as indicated and specified. The Contractor shall submit this plan and all supplementary data for approval at least 10 calendar days prior to the scheduled Preconstruction Conference. The Contractor will be informed in writing of any revisions as may be required by the Contracting Officer at the Preconstruction Conference and shall submit a final plan for final approval not later than 5 calendar days prior to start of scheduled construction activities. Acceptance is conditional and is predicated upon satisfactory performance during construction. The Government reserves the right to require the Contractor to make changes in the Environmental Protection Plan or operations if the Contracting Officer determines that environmental protection requirements are not being met. The plan shall detail the actions that the Contractor shall take to comply with all applicable Federal, State, and local laws and regulations concerning environmental

protection and pollution control and abatement, as well as the additional specific requirements of this contract. No physical work at the site, including delivery of the Contractor's plant and equipment and construction materials, shall begin prior to acceptance by the Contracting Officer of the Contractor's Environmental Protection Plan covering the work to be performed. No requirement in this Section shall be construed as relieving the Contractor of any applicable Federal, State, and local environmental protection laws and regulations. During Construction, the Contractor shall be responsible for identifying, implementing, and submitting for approval any additional requirements to be included in the Environmental Protection Plan.

1.7.1 Contents of Environmental Protection Plan

The purpose of the Environmental Protection Plan is to present a comprehensive overview of known or potential environmental issues which the Contractor must address during construction. Issues of concern shall be defined within the Environmental Protection Plan as outlined in this section. The Contractor shall address each topic at a level of detail commensurate with the environmental issue and required construction task(s). Topics or issues which are not identified in this SECTION, but which the Contractor considers necessary, shall be identified and discussed after those items formally identified in this SECTION. The Environmental Protection Plan shall be current and maintained onsite by the Contractor. The Environmental Protection Plan shall comply with the requirements of EM 385-1-1 and include, but not be limited to, the following:

- a. Name of person within the Contractor's organization who is responsible for ensuring adherence to the Environmental Protection Plan and those who may be delegated with separate responsibilities subject to approval of the CO.
- b. Name(s) and qualifications of person(s) responsible for manifesting hazardous waste to be removed from the site, if applicable.
- c. Name(s) and qualifications of person(s) responsible for training the Contractor's environmental protection personnel.
- d. Description of the Contractor's environmental protection personnel training program.
- e. An erosion and sediment control plan which identifies the type and location of the erosion and sediment controls to be provided. The plan shall include monitoring and reporting requirements to assure that the control measures are in compliance with the erosion and sediment control plan, Federal, State, and local laws and regulations.
- f. Drawings showing locations of proposed pipeline alignments, material storage areas, equipment storage structures, and sanitary facilities.
- g. The Contractor shall include in the plan, as coordinated with the Activity Hazard Analysis and as required in the specifications, the details of environmental monitoring requirements and a description of

how this monitoring will be accomplished under the laws and regulations governing the work.

h. Work area plan showing the proposed activity in each portion of the area and identifying the areas of limited use or nonuse. Plan should include measures for marking the limits of use areas including methods for protection of features to be preserved within authorized work areas.

i. The Contractor shall provide, as part of the Environmental Protection Plan, a list of all State and local environmental laws and regulations that apply to the construction operations under the Contract.

j. The Contractor shall include as part of the environmental protection plan, a Spill Control Plan. The plan shall include the procedures, instructions, and reports to be used in the event of an unforeseen spill of a substance regulated by the Emergency Response and Community Right-to-Know Act or regulations 40 CFR 68, 40 CFR 302, 40 CFR 355, and regulated under State or Local laws and regulations. The Spill Control Plan supplements the requirements of EM 385-1-1. This plan shall include as a minimum:

1. The name of the individual who will report any spills or hazardous substance releases and who will follow up with complete documentation. This individual shall immediately notify the Contracting Officer in addition to the legally required Federal, State, and local reporting channels (including the National Response Center at 1-800-424-8802 and the Virginia DEQ, Northern Virginia Regional Office, 13901 Crown Court, Woodbridge, Va. 22193, phone (703) 583-3800) if a reportable quantity spill occurs. The plan shall contain a list of the required reporting channels and telephone numbers.

2. The name and qualifications of the individual who will be responsible for implementing and supervising the containment and cleanup.

3. Training requirements for Contractor's personnel and methods of accomplishing the training.

4. A list of materials and equipment to be immediately available at the job site, tailored to cleanup work of the potential hazard(s) identified.

5. The names and locations of suppliers of containment materials and locations of additional fuel oil recovery, cleanup, restoration, and material-placement equipment available in case of an unforeseen spill emergency.

6. The methods and procedures to be used for expeditious contaminant cleanup.

k. A solid waste disposal plan identifying methods and locations for solid waste disposal. The plan shall include schedules for disposal.

The Contractor shall identify any subcontractors responsible for the transportation and disposal of solid waste. Licenses or permits shall be submitted for solid waste disposal sites that are not a commercial operating facility. Evidence of the disposal facility's acceptance by signature of authorized agent of the solid waste to be disposed in the site shall be attached to this plan. The report shall be submitted with the Daily Report of Operations and shall indicate by way-bills the total amount of waste generated and total amount of waste in cubic yards or tons disposed.

l. A recycling and solid waste minimization plan with a list of measures to reduce consumption of energy and natural resources. The plan shall detail the Contractor's actions to comply with and to participate in Federal, State, Regional, and local government sponsored recycling programs to reduce the volume of solid waste at the source.

m. An air pollution control plan detailing provisions to assure that dust, debris, materials, trash, and other wastes generated by the Contractor's activities do not become air borne and travel off the project site.

n. A contaminant prevention plan that: identifies potentially hazardous substances to be used on the job site; identifies the intended actions to prevent introduction of such materials into the air, water, or ground; and details provisions for compliance with Federal, State, and local laws and regulations for storage and handling of these materials. In accordance with EM 385-1-1, a copy of the Material Safety Data Sheets (MSDS) and the maximum quantity of each hazardous material to be on site at any given time shall be included in the contaminant prevention plan. As new hazardous materials are brought on site or removed from the site, the plan shall be updated.

o. A waste water management plan that identifies the methods and procedures for management and discharge of waste waters which are directly derived from construction activities.

p. A historical, archaeological, cultural resources biological resources and wetlands plan that defines procedures for identifying and protecting historical, archaeological, cultural resources, biological resources and wetlands known to be on the project site: identifies procedures to be followed if historical archaeological, cultural resources, biological resources and wetlands not previously known to be onsite or in the area are discovered during construction. The plan shall include methods to assure the protection of known or discovered resources and shall identify lines of communication between Contractor personnel and the Contracting Officer.

1.8 ENVIRONMENTAL ASSESSMENT OF CONTRACT DEVIATIONS

Any deviations, requested by the Contractor, from the drawings, plans and specifications which may have an environmental impact will be subject to approval by the Contracting Officer and may require an extended review, processing, and approval time. The Contracting Officer reserves the right to disapprove alternate methods, even if they are more cost effective, if

the Contracting Officer determines that the proposed alternate method will have an adverse environmental impact.

1.9 NOTIFICATION

The Contracting Officer will notify the Contractor in writing of any observed noncompliance with Federal, State or local environmental laws or regulations, permits, and other elements of the Contractor's Environmental Protection plan. The Contractor shall, after receipt of such notice, inform the Contracting Officer of the proposed corrective action and take such action when approved by the Contracting Officer. The Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No time extensions shall be granted or equitable adjustments allowed to the Contractor for any such suspensions. This is in addition to any other actions the Contracting Officer may take under the contract, or in accordance with the Federal Acquisition Regulation or Federal Law.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.1 PROTECTION OF FEATURES

This section supplements the Contract Clause PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS. The Contractor shall prepare a list of features requiring protection under the provisions of the contract clause that are not specifically identified on the drawings or otherwise specified as environmental features requiring protection. The Contractor shall protect those environmental features as indicated and specified, in spite of interference that their preservation may cause to the Contractor's work under the contract.

3.2 SPECIAL ENVIRONMENTAL REQUIREMENTS (Permits)

This section supplements the Contractor's responsibility under the contract clause "PERMITS AND RESPONSIBILITIES" to the extent that the Government has already obtained environmental permits for the required dredging and dredged material placement. These special environmental requirements are an outgrowth of environmental commitments made by the Government during the project development. All dredging, transport and placement of dredged material under this contract shall be in strict compliance with the conditions set forth in the Virginia Department of Environmental Quality Water Protection Permit and other applicable Permits that are included as a part of this contract at the end of this SECTION. The Contractor is informed that an Environmental Assessment was conducted on the site and the results of which are included at the end of SECTION 01055. The contract plans and specifications have been prepared to comply with these permits and assessments which were established during the planning and development of this project. The Contractor is advised that any deviations from the construction methods and procedures indicated by the plans and specifications that are not prior approved in writing by the Contracting Officer, or any non-compliance with or violation of the conditions stated in the permits noted herein, shall be cause for the Contracting Officer

issuing a stop work order. Any stop work orders issued for any of these causes will not be subject to time extensions or cost recovery by the Contractor. Any non-compliance with or violation of the conditions stated in the permits noted herein may result in revocation of the permits for the project and may result in criminal and civil penalties against the Contractor.

3.3 LAND RESOURCES

The Contractor shall confine all activities to areas defined by the drawings and specifications. Prior to the beginning of any construction, the Contractor shall identify any land resources to be preserved within the work area. Except in areas indicated on the drawings or specified to be dredged, the Contractor shall not remove, cut, deface, injure, or destroy land resources including trees, shrubs, vines, grasses, topsoil, and land forms without approval. No ropes, cables, or guys shall be fastened to or attached to any trees for anchorage unless specifically authorized. The Contractor shall provide effective protection for land and vegetation resources at all times as defined in the following subparagraphs. Stone, soil, or other materials displaced into uncleared areas shall be removed by the Contractor.

3.3.1 Work Area Limits

Prior to commencing construction activities, the Contractor shall mark the areas that need not be disturbed under this contract. Isolated areas within the general work area which are not to be disturbed shall be marked or fenced. Monuments and markers shall be protected before construction operations commence. Where construction operations are to be conducted during darkness, any markers shall be visible in the dark. The Contractor's personnel shall be knowledgeable of the purpose for marking and protecting particular objects.

3.3.2 Erosion and Sediment Controls

The Contractor shall be responsible for providing erosion and sediment control measures in accordance with Federal, State, and local laws and regulations. The erosion and sediment controls selected and maintained by the Contractor shall be such that water quality standards are not violated as a result of the Contractor's construction activities. Any temporary measures shall be removed after the area has been stabilized.

3.4 WATER RESOURCES

The Contractor shall monitor construction activities to prevent pollution of surface and ground waters. Toxic or hazardous chemicals shall not be applied to soil or vegetation. All water areas affected by construction activities shall be monitored by the Contractor. The Contractor shall perform monitoring, inspections, sampling and testing, reporting, and record keeping as indicated and specified.

3.5 RECYCLING AND WASTE MINIMIZATION

The Contractor shall participate in State and local government sponsored

recycling programs.

3.6 PROTECTION OF MARINE ANIMALS, WILDLIFE AND VEGETATION

The Contractor is informed that the dredging and material placement areas are in a portion of Virginia frequented by migratory birds and is a native habitat for eagles, hawks, egrets, herons, pelicans, terns, and other wildlife that are identified as either endangered species protected by federal law or species of special concern for Commonwealth of Virginia agencies. If, in the performance of this contract, evidence of the possible disturbance to any such migratory bird or listed species may occur, the Contractor shall notify the Contracting Officer immediately, giving the location and nature of the findings. The Contractor shall advise all personnel associated with the operation of the vessels and plant of the civil and criminal provisions of the Endangered Species Act and the Migratory Bird Act. The Contractor shall comply with all laws and regulations governing the work and the provisions set forth in this Section. In the event that endangered or protected species are affected by this work, the work under this contract may be suspended or terminated as determined by the Contracting Officer. All crew members of the dredge and attendant plant operators shall be required to read and certify in writing they are aware of the contents of this specification and the Contractor's Environmental Protection Plan. Copies of this Section and the Environmental Protection Plan, including a posting warning of the civil and criminal liabilities that violators are subject to for non-compliance to the requirements of them, shall be clearly posted with other required postings on-site for employees.

3.7 WETLANDS AND NATURAL HABITAT

Use of the Contractor's plant to construct the scheduled work, including the associated use of ropes, cables, or guys over wetlands and in natural habitat areas, shall be scheduled in a manner to disturb the wetlands and natural habitat areas to the minimum necessary to accomplish the work. Any damage to wetlands or natural habitat areas shall be repaired to original condition at no additional expense to the government. The Contracting Officer will notify the Contractor in writing of any observed noncompliance with the previously mentioned Federal, State or local laws or regulations, permits, and other elements of the Contractor's environmental protection plan. The Contractor shall, after receipt of such notice, inform the Contracting Officer of proposed corrective action and take such action when approved. If the Contractor fails to comply promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No time extensions shall be granted or costs or damages allowed to the Contractor for any such suspensions.

3.8 U.S. DEPARTMENT OF AGRICULTURE (USDA) QUARANTINED CONSIDERATIONS

The Contractor shall thoroughly clean all construction equipment at the prior job site in a manner that ensures all residual soil is removed and that egg deposits from plant pests are not present. The Contractor shall consult with the USDA Plant Protection and Quarantine (USDA - PPQ) jurisdictional office for additional cleaning requirements that may be

necessary.

3.9 TRAINING OF CONTRACTOR PERSONNEL

The Contractor's personnel shall be trained in all phases of environmental protection and pollution control. The Contractor shall conduct environmental protection/pollution control meetings for all Contractor personnel prior to commencing construction activities. Additional meetings shall be conducted for new personnel and when site conditions change. The training and meeting agenda shall include: methods of detecting and avoiding pollution; familiarization with statutory and contractual pollution standards; installation and care of devices, vegetative covers, and instruments required for monitoring purposes to ensure adequate and continuous environmental protection/pollution control; anticipated hazardous or toxic chemicals or wastes, and other regulated contaminants; recognition and protection of archaeological sites, artifacts, wetlands, and endangered species and their habitat that are known to be in the area.

3.10 POST CONSTRUCTION CLEANUP

The Contractor shall clean up all areas used for construction in accordance with Contract Clause: "Cleaning Up". The Contractor shall, unless otherwise instructed in writing by the Contracting Officer, obliterate all signs of temporary construction facilities such as haul roads, work area, structures, foundations of temporary structures, stockpiles of excess or waste materials, and other vestiges of construction prior to final acceptance of the work. The disturbed area shall be graded, filled and the entire area seeded unless otherwise indicated.

-- End of Section --



COMMONWEALTH of VIRGINIA

DEPARTMENT OF ENVIRONMENTAL QUALITY

W. Tayloe Murphy, Jr.
Secretary of Natural Resources

5636 Southern Boulevard
Virginia Beach, VA 23462
www.deq.state.va.us

Robert G. Burnley
Director

Francis L. Daniel
Tidewater Regional Director
(757) 518-2000

VWP Individual Permit Number 01-1986

Effective Date: October 31, 2002

Expiration Date: October 30, 2012

VIRGINIA WATER PROTECTION PERMIT ISSUED PURSUANT TO THE STATE WATER CONTROL LAW AND SECTION 401 OF THE CLEAN WATER ACT

Based upon an examination of the information submitted by the owner and in compliance with § 401 of the Clean Water Act as amended (33 USC 1251 et seq.) and the State Water Control Law and regulations adopted pursuant thereto, the State Water Control Board (board) has determined that there is a reasonable assurance that the activity authorized by this permit, if conducted in accordance with the conditions set forth herein, will protect instream beneficial uses and will not violate applicable water quality standards. The board finds that the effect of the impact, together with other existing or proposed impacts to wetlands, will not cause or contribute to a significant impairment to state waters or fish and wildlife resources.

Permittee: U.S. Army Corps of Engineers
Address: Attn: Ronald G. Vann, P.E.
Norfolk District
803 Front Street
Norfolk, VA 23510-1096

Activity Location: Chesapeake Bay to Magothy Bay and Magothy Bay Channels in Northampton County for a distance of 5.5 miles.

Activity Description: The applicant proposes maintenance dredging to a maximum allowable depth of -9 feet mean lower low water from the Chesapeake Bay to Magothy Bay and Magothy Bay Channels, a portion of the Waterway on the Coast of Virginia Federal Project, with disposal at two previously authorized sites, adjacent to Holly Bluff Island and Public Ground #18 in Magothy Bay.

The permitted activity shall be in accordance with this Permit Cover Page, Part I - Special Conditions, and Part II - General Conditions.

William C. White
Director, Department of Environmental Quality

October 3, 2002
Date

A. Authorized Activities

1. This permit authorizes the dredging of subaqueous bottom to a maximum depth of -9 feet mean lower low water in the Magothy Bay Federal Navigation Channel as indicated in the Joint Permit Application received on November 8, 2001 and additional DEQ submittals dated August 7, 2002. Maximum allowable depth includes all overdredge allowance and any margin of error.
2. The project activities, including any conditions and limitations, shall be adhered to as described in the Joint Permit Application and any supplemental materials approved by DEQ.
3. The permittee shall notify the DEQ – Tidewater Regional Office of any additional impacts to surface waters, including wetlands or any change to the type of wetland impacts, associated with this project. Any additional impacts to surface waters, including wetlands, or any change to the type of wetland impacts, shall be subject to individual permit review or modification of this permit, and compensation may be required.
4. This permit is valid for **10 years** from the date of issuance. Reissuance of the permit may be necessary if any portion of the authorized activities or any permit requirement (including compensation provisions) has not been completed. The original permit term and extension cannot exceed the maximum of 15 years.

B. Standard Project Conditions

1. The activities authorized by this permit shall be executed in a manner to minimize any adverse impact on stream beneficial uses, as defined in § 62.1-10(b) of the Code.
2. No activity shall substantially disrupt the movement of aquatic life indigenous to the water body, including those species that normally migrate through the area, unless the primary purpose of the activity is to impound water. Culverts placed in streams shall be installed to maintain low flow conditions. No activity may cause more than minimal adverse effect on navigation. The activity shall not impede the passage of normal or expected high flows and the structure or discharge shall withstand expected high flows. Flows downstream of the project area shall be maintained to protect all uses.
3. The permittee shall conduct activities in accordance with the time-of-year (TOY) restrictions as recommended by the Department of Game and Inland Fisheries or the Virginia Marine Resources Commission. The Virginia Marine Resources Commission recommends that dredging be conducted only during the months of November through March to ensure protection of the clam resource in the area. The permittee shall maintain

a copy of such TOY restriction or notification that no restriction is necessary, for the duration of the construction phase of the project.

4. All excavation, dredging, and/or filling in surface waters shall be accomplished in a manner that minimizes stream bottom disturbances and turbidity increases.
5. Virginia Water Quality Standards shall not be violated in any surface water as a result of the project activities.
6. Temporary disturbances to wetlands during construction shall be avoided and minimized to the maximum extent practicable. All temporarily disturbed wetland areas shall be stabilized within 30 days of completing work, restored to pre-construction conditions, and planted or seeded with appropriate wetland vegetation according to cover type (emergent, scrub/shrub, or forested). The permittee shall take all appropriate measures to promote revegetation of temporarily disturbed wetland areas with wetland vegetation by the second year post-disturbance. All temporary fills shall be removed in their entirety and the affected area returned to pre-existing contours.
7. Heavy equipment in temporarily impacted surface waters shall be placed on mats, geotextile fabric, or other suitable measures to minimize soil disturbance to the maximum extent practical. Mats shall be removed as soon as the work is complete.
8. All materials (including fill, construction debris, and excavated and woody materials) temporarily stockpiled in wetlands shall be placed on mats or geotextile fabric, immediately stabilized to prevent entry into surface waters, managed such that leachate does not enter surface waters, and entirely removed within 30 days following completion of that construction activity. Disturbed areas shall be returned to original contours, stabilized within 30 days following removal of the stockpile, and restored to the original vegetated state.
9. All non-impacted surface waters within the project or right-of-way limits that are within fifty feet of any project activities shall be clearly flagged or demarcated for the life of the construction activity within that area. The permittee shall notify all contractors and subcontractors that these marked areas are surface waters where no activities are to occur.
10. Erosion and sedimentation controls shall be designed in accordance with the Virginia Erosion and Sediment Control Handbook, Third Edition, 1992. These controls shall be placed prior to clearing and grading and maintained in good working order to minimize impacts to surface waters. These controls shall remain in place until the area stabilizes.

11. Any exposed slopes or streambanks shall be stabilized immediately upon completion of work in each impact area in accordance with the Virginia Erosion and Sediment Control Handbook, Third Edition, 1992.
12. Continuous flow of perennial springs shall be maintained by the installation of spring boxes, French drains, or other similar structures.
13. The permittee shall employ measures to prevent spills of fuels, lubricants, or other pollutants into surface waters.
14. All construction, construction access (for example, cofferdams, sheetpiling, and causeways) and demolition activities associated with this project shall be accomplished in a manner that minimizes construction or waste materials from entering surface waters to the maximum extent practicable, unless authorized by this permit.
15. Untreated stormwater runoff shall be prohibited from directly discharging into any surface waters. In accordance with the Virginia Erosion and Sediment Control Handbook, Third Edition, 1992, appropriate best management practices (BMP) shall be deemed suitable treatment prior to discharge into surface waters.
16. All fill material shall be clean and free of contaminants in toxic concentrations or amounts in accordance with all applicable laws and regulations.
17. Wet or uncured concrete shall be prohibited from entry into surface waters.
18. No machinery may enter surface waters, unless authorized by this permit.
19. In issuing this permit, DEQ has not taken into consideration the structural stability of any proposed structure.

C. Construction Monitoring

1. Photo stations shall be established to document the construction activities within impact areas authorized by this permit. Photographs shall document the pre-construction conditions, activities during construction and post-construction conditions within one week after completion of construction. Photographs shall be taken during the construction at the end of the first, second, and twelfth months of construction, and then annually for the remainder of the construction project. The photographs shall document site activities and conditions, which may include installation and maintenance of erosion and sediment controls; flagged non-impact surface waters; construction access and staging areas; filling, excavation, and dredging activities; culvert installation; dredge disposal; and site

stabilization, grading, and associated restoration activities. Each photograph shall be labeled to include the following information: permit number, impact area and photo station number, date and time of the photograph, name of the person taking the photograph, photograph orientation, and photograph subject description. Photographs are not necessary during periods of no activity within impact areas.

D. Required Notifications and Submittals

1. All written communications required by this permit shall be submitted to the DEQ - Tidewater Regional Office, 5636 Southern Boulevard, Virginia Beach, Virginia 23462. The permit number shall be included on all correspondence.
2. All reports required by this permit and other information requested by DEQ shall be signed by the applicant or a person acting in the applicant's behalf, with the authority to bind the applicant. A person is a duly authorized representative only if:
 - a. The authorization is made in writing by a person described above; and
 - b. The authorization specifies either an individual or a position having responsibility for the overall operation of the regulated facility or activity, such as the position of plant manager, superintendent, or position of equivalent responsibility. A duly authorized representative may thus be either a named individual or any individual occupying a named position.
 - c. If an authorization is no longer accurate because a different individual or position has responsibility for the overall operation of the facility, a new authorization shall be submitted to DEQ prior to or together with any separate information, or applications to be signed by an authorized representative.
3. All submittals required by this permit shall contain the following signed certification statement:

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violation.

4. Any fish kills or spills of fuels or oils shall be reported immediately upon discovery. If spills or fish kills occur between the hours of 8:15 AM to 5:00 PM Monday through Friday, DEQ shall be notified at (757) 518-2077; otherwise, the Department of Emergency Services shall be notified at 1-800-468-8892.
5. Violations of Virginia Water Quality Standards shall be reported within 24 hours to DEQ at (757) 518-2000.
6. DEQ shall be notified in writing when potential environmentally threatening conditions are encountered which require debris removal or involve potentially toxic substances. Measures to remove the obstruction, material, or toxic substance or to change the location of any structure are prohibited until approved by DEQ.
7. Final Plans and Specifications for activities authorized by this permit shall be submitted prior to the beginning of each construction component. Construction shall be performed in accordance with the submitted Plans and Specifications. Any changes to the final construction plans in permitted areas shall be submitted to DEQ prior to construction activities.
8. DEQ shall be notified in writing at least ten days prior to the start of each dredging cycle, so that inspections of the project can be planned, if deemed necessary. The notification shall include identification of the impact areas at which work will occur and a projected schedule for completing work at each permitted impact area.
9. DEQ TRO VWPP Program shall be notified in writing within 30 days following the completion of each dredging cycle. All work shall cease if this documentation has not been submitted by the permittee.

E. Dredging

1. The maximum depth of the access channel shall not be deeper than the controlling water depths immediately outside the area to be dredged.
2. Dredging shall be accomplished to minimize disturbance of the bottom and minimize turbidity levels in the water column.
3. Dredging and excavation shall be limited to the minimum necessary to conduct the permitted activities. The dredged channel width shall not exceed 114 feet at the top of the dredge cut and 60 feet at the bottom of the channel. The maximum channel length shall be no longer

than 29,040 linear feet. The maximum allowable channel depth of -9 feet mean lower low water includes all advance maintenance and any margin of error.

4. The double handling of dredged material in surface waters shall not be permitted.
5. All dredged materials pumped by hydraulic method via pipeline to the disposal area will be done in such a manner as to prevent leakage or discharge into surface waters. In the event of a ruptured pipeline, dredging/disposal operations shall immediately cease until repairs are accomplished.
6. During transport, dredge material shall be handled in accordance with the transport operation's spill prevention plan. In the event of a spill, the response portions of the plan shall be implemented immediately.
7. For navigation channels the following shall apply:
 - a. A minimum of 15 feet shall be maintained between the top of the dredge cut and the toe of the bank. This landward limit of encroachment shall be flagged prior to construction.
 - b. A buffer of four times the depth of the dredge cut shall be maintained between the top of the dredge cut and the channelward limit of wetlands or mean low water.
8. The DEQ TRO VWPP Program shall be provided a plans-for-dredging bathymetric survey, using mean lower low water datum, and proposed channel location for review at least 30 days prior to commencement of each dredging cycle.
9. A before-dredge bathymetric survey and after-dredge bathymetric survey of the dredged area, using mean lower low water datum, shall be submitted to the DEQ TRO VWPP Program within 60 days following completion of each dredging cycle.
10. Each dredging cycle may remove no more than 68,750 cubic yards of material, with no greater than 275,000 cubic yards removed over the term of the permit.
11. Dredging is permitted to a maximum allowable depth of -9 feet below mean lower low water, which includes all overdredge allowance and any margin of error.

A. Duty to Comply

The permittee shall comply with all conditions of the VWP permit. Nothing in the VWP permit regulations shall be construed to relieve the permittee of the duty to comply with all applicable federal and state statutes, regulations and prohibitions. Any VWP permit violation is a violation of the law, and is grounds for enforcement action, VWP permit termination, revocation, modification, or denial of an application for a VWP permit extension or reissuance.

B. Duty to Cease or Confine Activity

It shall not be a defense for a permittee in an enforcement action that it would have been necessary to halt or reduce the activity for which a VWP permit has been granted in order to maintain compliance with the conditions of the VWP permit.

C. Duty to Mitigate

The permittee shall take all reasonable steps to minimize or prevent any impacts in violation of the permit which may have a reasonable likelihood of adversely affecting human health or the environment.

D. VWP Permit Action

1. A VWP permit may be modified, revoked and reissued, or terminated as set forth in 9 VAC 25-210 et seq.
2. If a permittee files a request for VWP permit modification, revocation, or termination, or files a notification of planned changes, or anticipated noncompliance, the VWP permit terms and conditions shall remain effective until the request is acted upon by the board. This provision shall not be used to extend the expiration date of the effective VWP permit. If the permittee wishes to continue an activity regulated by the VWP permit after the expiration date of the VWP permit, the permittee must apply for and obtain a new VWP permit or comply with the provisions of 9 VAC 25-210-185 (VWP Permit Extension).
3. VWP permits may be modified, revoked and reissued or terminated upon the request of the permittee or other person at the board's discretion, or upon board initiative to reflect the requirements of any changes in the statutes or regulations, or as a result of VWP permit noncompliance as indicated in the Duty to Comply subsection above, or for other reasons listed in 9 VAC 25-210-180 (Rules for Modification, Revocation and Reissuance, and Termination of VWP permits).

E. Inspection and Entry

Upon presentation of credentials, any duly authorized agent of the board may, at reasonable times and under reasonable circumstances:

1. Enter upon any permittee's property, public or private, and have access to, inspect and copy any records that must be kept as part of the VWP permit conditions;
2. Inspect any facilities, operations or practices (including monitoring and control equipment) regulated or required under the VWP permit, and
3. Sample or monitor any substance, parameter or activity for the purpose of ensuring compliance with the conditions of the VWP permit or as otherwise authorized by law.

F. Duty to Provide Information

1. The permittee shall furnish to the board any information which the board may request to determine whether cause exists for modifying, revoking, reissuing or terminating the VWP permit, or to determine compliance with the VWP permit. The permittee shall also furnish to the board, upon request, copies of records required to be kept by the permittee.
2. Plans, specifications, maps, conceptual reports and other relevant information shall be submitted as required by the board prior to commencing construction.

G. Monitoring and Records Requirements

1. Monitoring of parameters, other than pollutants, shall be conducted according to approved analytical methods as specified in the VWP permit. Analysis of pollutants will be conducted according to 40 CFR Part 136 (2000), Guidelines Establishing Test Procedures for the Analysis of Pollutants.
2. Samples and measurements taken for the purpose of monitoring shall be representative of the monitored activity.
3. The permittee shall retain records of all monitoring information, including all calibration and maintenance records and all original strip chart or electronic recordings for continuous monitoring instrumentation, copies of all reports required by the VWP permit, and records of all data used to complete the application for the VWP permit, for a period of at least three years from the date of the expiration of a granted VWP permit. This period may be extended by request of the board at any time.
4. Records of monitoring information shall include:

- a. The date, exact place and time of sampling or measurements;
- b. The name of the individuals who performed the sampling or measurements;
- c. The date and time the analyses were performed;
- d. The name of the individuals who performed the analyses;
- e. The analytical techniques or methods supporting the information such as observations, readings, calculations and bench data used;
- f. The results of such analyses; and
- g. Chain of custody documentation.

H. Transferability

This VWP permit may be transferred to a new permittee only by modification to reflect the transfer, by revoking and reissuing the permit, or by automatic transfer. Automatic transfer to a new permittee shall occur if:

1. The current permittee notifies the board within 30 days of the proposed transfer of the title to the facility or property;
2. The notice to the board includes a written agreement between the existing and proposed permittee containing a specific date of transfer of VWP permit responsibility, coverage and liability to the new permittee, or that the existing permittee will retain such responsibility, coverage, or liability, including liability for compliance with the requirements of any enforcement activities related to the permitted activity; and
3. The board does not within the 30-day time period notify the existing permittee and the new permittee of its intent to modify or revoke and reissue the VWP permit.

I. Property rights

The issuance of this permit does not convey any property rights in either real or personal property, or any exclusive privileges, nor does it authorize injury to private property or any invasion of personal rights or any infringement of federal, state or local law or regulation.

J. Reopener

Each VWP permit shall have a condition allowing the reopening of the VWP permit for the purpose of modifying the conditions of the VWP permit to meet new regulatory standards duly adopted by the board. Cause for reopening VWP permits includes, but is not limited to when the circumstances on which the previous VWP permit was based have materially and substantially changed, or special studies conducted by the board or the permittee show material and substantial change, since the time the VWP permit was issued and thereby constitute cause for VWP permit modification or revocation and reissuance.

K. Compliance with State and Federal Law

Compliance with this VWP permit constitutes compliance with the VWP permit requirements of the State Water Control Law. Nothing in this VWP permit shall be construed to preclude the institution of any legal action under or relieve the permittee from any responsibilities, liabilities, or other penalties established pursuant to any other state law or regulation or under the authority preserved by § 510 of the Clean Water Act.

L. Severability

The provisions of this VWP permit are severable.

M. Permit Modification

A VWP permit may be modified, but not revoked and reissued except when the permittee agrees or requests, when any of the following developments occur:

1. When additions or alterations have been made to the affected facility or activity which require the application of VWP permit conditions that differ from those of the existing VWP permit or are absent from it;
2. When new information becomes available about the operation or activity covered by the VWP permit which was not available at VWP permit issuance and would have justified the application of different VWP permit conditions at the time of VWP permit issuance;
3. When a change is made in the promulgated standards or regulations on which the VWP permit was based;
4. When it becomes necessary to change final dates in schedules due to circumstances over which the permittee has little or no control such as acts of God, materials shortages, etc. However, in no case may a compliance schedule be modified to extend beyond any applicable statutory deadline of the Act;
5. When changes occur which are subject to "reopener clauses" in the VWP permit; or

6. When the board determines that minimum instream flow levels resulting from the permittee's withdrawal of water are detrimental to the instream beneficial use and the withdrawal of water should be subject to further net limitations or when an area is declared a Surface Water Management Area pursuant to §§ 62.1-242 through 62.1-253 of the Code of Virginia, during the term of the VWP permit.

N. Permit Termination

After notice and opportunity for a formal hearing pursuant to Procedural Rule No. 1 (9 VAC 25-230-100) a VWP permit can be terminated for cause. Causes for termination are as follows:

1. Noncompliance by the permittee with any condition of the VWP permit;
2. The permittee's failure in the application or during the VWP permit issuance process to disclose fully all relevant facts or the permittee's misrepresentation of any relevant facts at any time;
3. The permittee's violation of a special or judicial order;
4. A determination by the board that the permitted activity endangers human health or the environment and can be regulated to acceptable levels by VWP permit modification or termination;
5. A change in any condition that requires either a temporary or permanent reduction or elimination of any activity controlled by the VWP permit; and
6. A determination that the permitted activity has ceased and that the compensatory mitigation for unavoidable adverse impacts has been successfully completed.

O. Civil and Criminal Liability

Nothing in this VWP permit shall be construed to relieve the permittee from civil and criminal penalties for noncompliance.

P. Oil and Hazardous Substance Liability

Nothing in this VWP permit shall be construed to preclude the institution of legal action or relieve the permittee from any responsibilities, liabilities, or penalties to which the permittee is or may be subject under § 311 of the Clean Water Act or §§ 62.1-44.34:14 through 62.1-44.34:23 of the State Water Control Law.

Q. Unauthorized Discharge of Pollutants

Except in compliance with this VWP permit, it shall be unlawful for the permittee to:

1. Discharge into state waters sewage, industrial wastes, other wastes, or any noxious or deleterious substances;
2. Excavate in a wetland;
3. Otherwise alter the physical, chemical, or biological properties of state waters and make them detrimental to the public health, to animal or aquatic life, to the uses of such waters for domestic or industrial consumption, for recreation, or for other uses.
4. On or after October 1, 2001 conduct the following activities in a wetland:
 - a. New activities to cause draining that significantly alters or degrades existing wetland acreage or functions
 - b. Filling or dumping
 - c. Permanent flooding or impounding
 - d. New activities that cause significant alteration or degradation of existing wetland acreage or functions.

R. Permit Extension

1. Any permittee with an effective VWP permit for an activity that is expected to continue after the expiration date of the VWP permit, without any change in the activity authorized by the VWP permit, shall submit written notification request if an extension. The permittee must file the request prior to the expiration date of the VWP permit. Under no circumstances will the extension be granted for more than 15 years beyond the original effective date of the VWP permit. If the request for extension is denied, the VWP permit will still expire on its original date and, therefore, care should be taken to allow for sufficient time for the board to evaluate the extension request and to process a full VWP permit modification, if required.

**COMMONWEALTH OF VIRGINIA
MARINE RESOURCES COMMISSION
PERMIT**

The Commonwealth of Virginia, Marine Resources Commission, hereinafter referred to as the Commission, on this 28th day of May, 2002, hereby grants unto:

**U.S. Army Corps of Engineers
803 Front Street
Norfolk, Virginia 23510**

hereinafter referred to as the Permittee, permission to:

- ☒ Encroach in, on, or over State-owned subaqueous bottoms pursuant to Chapter 12, Subtitle III, of Title 28.2 of the Code of Virginia.
- ☒ Use or develop tidal wetlands pursuant to Chapter 13, Subtitle III, of Title 28.2 of the Code of Virginia.

Permittee is hereby authorized to place up to 45,000 cubic yards of dredged material from the dredging of the Bradford Bay Channel in Accomack County, adjacent to State-owned marsh over a section of non-vegetated wetlands (mud and sand flat) along the northern end of Bradford Bay near the Haul Over. All activities authorized herein shall be accomplished in conformance with the plans and drawings dated received November 21, 2001, which are attached and made a part of this permit.

This permit is granted subject to the following conditions:

- (1) The work authorized by this permit shall be completed by May 28, 2007. The Permittee shall notify the Commission when the project is completed. The completion date may be extended by the Commission in its discretion. Any such application for extension of time shall be in writing prior to the above completion date and shall specify the reason for such extension and the expected date of completion of construction. All other conditions remain in effect until revoked by the Commission or the General Assembly.
- (2) This permit grants no authority to the Permittee to encroach upon the property rights, including riparian rights, of others.
- (3) The duly authorized agents of the Commission shall have the right to enter upon the premises at reasonable times, for the purpose of inspecting the work being done pursuant to this permit.
- (4) The Permittee shall comply with the water quality standards as established by the Department of Environmental Quality, Water Division, and all other applicable laws, ordinances, rules and regulations affecting the conduct of the project. The granting of this permit shall not relieve the Permittee of the responsibility of obtaining any and all other permits or authority for the projects.
- (5) This permit shall not be transferred without written consent of the Commissioner.
- (6) This permit shall not affect or interfere with the right vouchsafed to the people of Virginia concerning fishing, fowling and the catching of and taking of oysters and other shellfish in and from the bottom of acres and waters not included within the terms of this permit.
- (7) The Permittee shall, to the greatest extent practicable, minimize the adverse effects of the project upon adjacent properties and wetlands and upon the natural resources of the Commonwealth.
- (8) This permit may be revoked at any time by the Commission upon the failure of the Permittee to comply with any of the terms and conditions hereof or at the will of the General Assembly of Virginia.
- (9) There is expressly excluded from the permit any portion of the waters within the boundaries of the Baylor Survey.
- (10) This permit is subject to any lease of oyster planting ground in effect on the date of this permit. Nothing in this permit shall be construed as allowing the Permittee to encroach on any lease without the consent of the leaseholder. The Permittee shall be liable for any damages to such lease.
- (11) The issuance of this permit does not confer upon the Permittee any interest or title to the beds of the waters.
- (12) All structures authorized by this permit which are not maintained in good repair shall be completely removed from State-owned bottom within three (3) months after notification by the Commission.
- (13) The Permittee agrees to comply with all of the terms and conditions as set forth in this permit and that the project will be accomplished within the boundaries as outlined in the plans attached hereto. Any encroachment beyond the limits of this permit shall constitute a Class 1 misdemeanor.
- (14) This permit authorizes no claim to archaeological artifacts which may be encountered during the course of construction. If, however, archaeological remains are encountered, the Permittee agrees to notify the Commission, who will, in turn notify the Department of Historic Resources. The Permittee further agrees to cooperate with agencies of the Commonwealth in the recovery of archaeological remains if deemed necessary.

The following special conditions are imposed on this permit:

- (15) The yellow placard accompanying this permit document must be conspicuously displayed at the work site throughout the construction phase of the authorized activity.
- (16) Permittee agrees to notify the Commission a minimum of 15 days prior to the start of the construction activities authorized by this permit.
- (17) Permittee agrees to submit post-dredging bathymetric and cross-sectional surveys.

A permit issuing fee of: \$100.00

and a royalty of: N/A

for a total of \$100.00

This permit consists of 6 sheets.

PERMITTEE

Permittee's signature is affixed hereto as evidence of acceptance of all of the terms and conditions herein.

In cases where the Permittee is a corporation, agency or political jurisdiction, please assure that the individual who signs for the Permittee has proper authorization to bind the organization to the financial and performance obligations which result from activity authorized by this permit.

PERMITTEE

Accepted for U.S. Army Corps of Engineers, Norfolk District
 By Paul P. Van Chief, Operations Branch
 (Name) (Title)

11th day of June, 2002
 State of Virginia

City (or County) of Newport News, to-wit:

I, Angalie Ayarsda, a Notary Public in and for said City (or County) and State hereby certify that
Ronald S. Vann, Permittee, whose name is signed to the foregoing, has acknowledged the
 same before me in my City (or County) and State aforesaid.

Given under my hand this 11th day of June, 2002

My Commission Expires:

My Commission Expires August 31, 2004

Notary Public

Angalie Ayarsda

COMMISSION

IN WITNESS WHEREOF, the Commonwealth of Virginia, Marine Resources Commission has caused these presents to be
 executed in its behalf by Tony Watkinson, Acting Chief, Habitat Management

(Name)

(Title) Marine Resources Commission

18th day of June, 2002

by

Tony Watkinson

State of Virginia

City of Newport News, to wit:

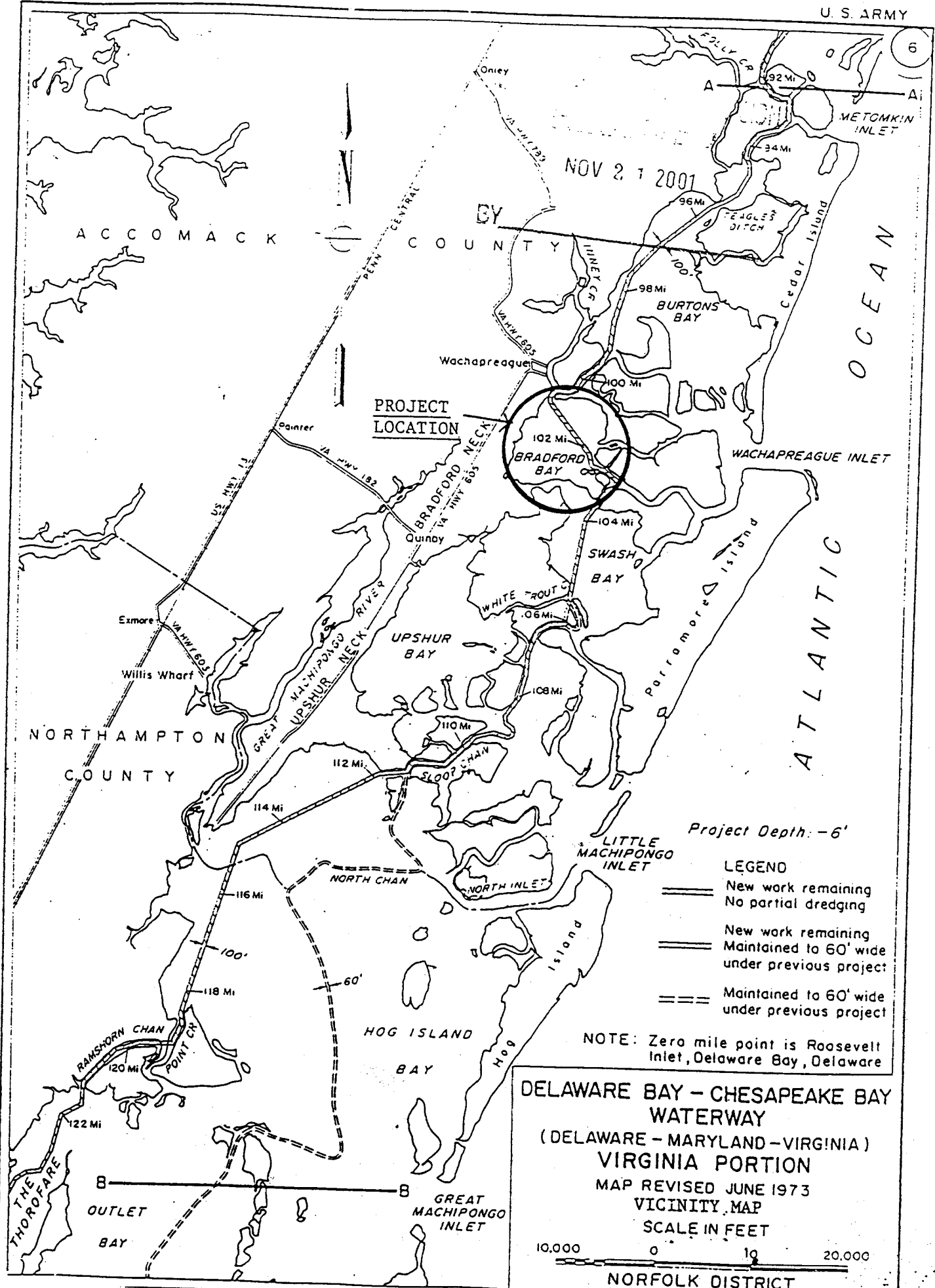
I, Barbara A. Cundiff, a Notary Public within and for said City, State of Virginia, hereby certify that
Tony Watkinson, whose name is signed to the foregoing, bearing the 28th day of May, 2002,

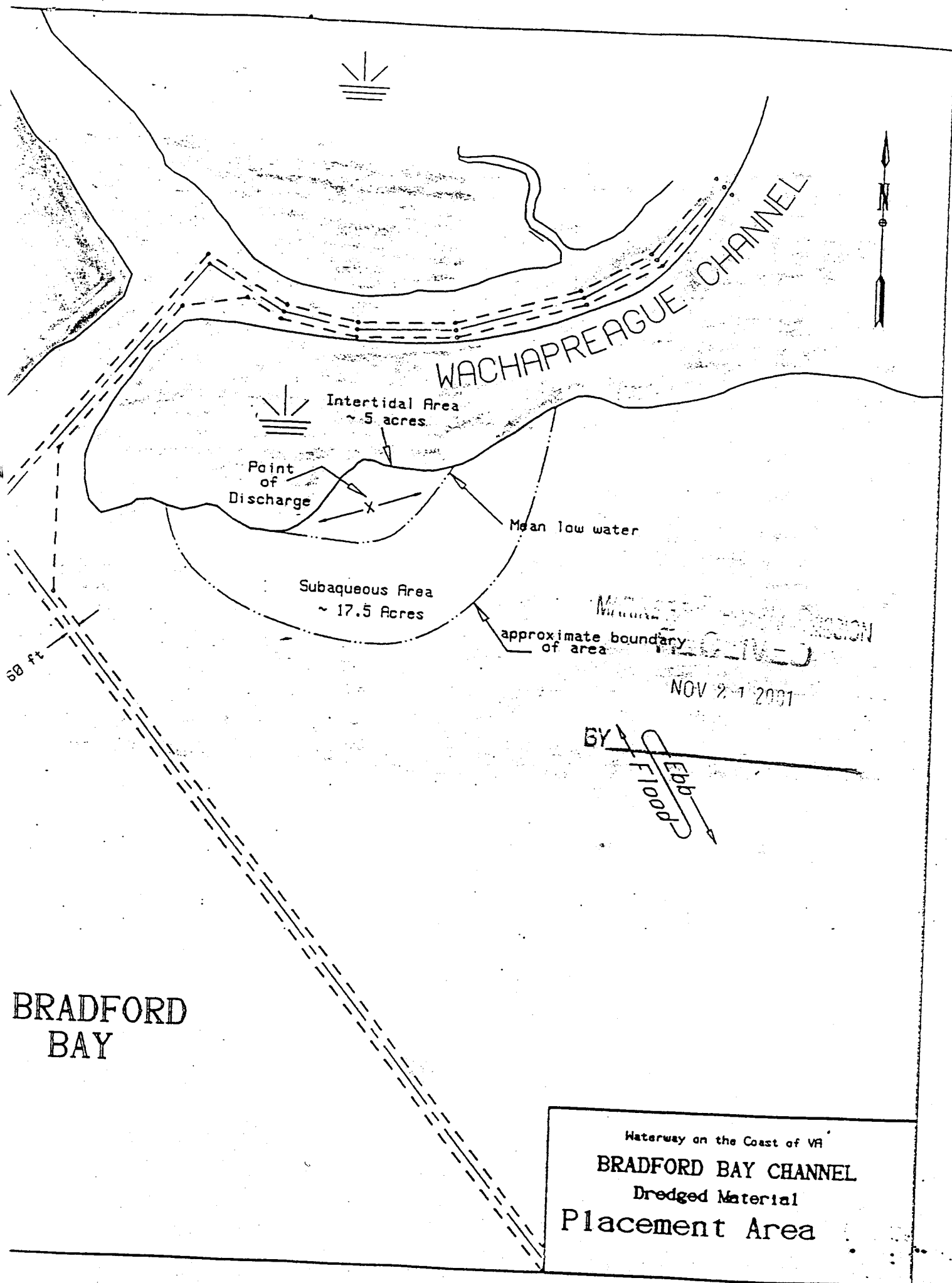
has acknowledged the same before me in City aforesaid.

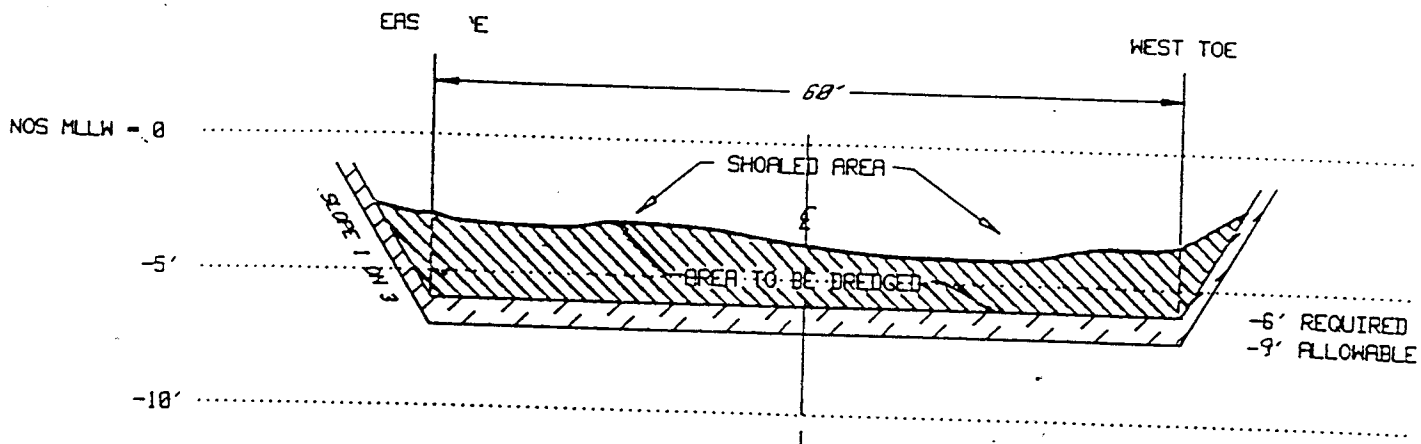
Given under my hand this 18th day of June, 2002My Commission Expires: 4-30-2003

Notary Public

Barbara A. Cundiff

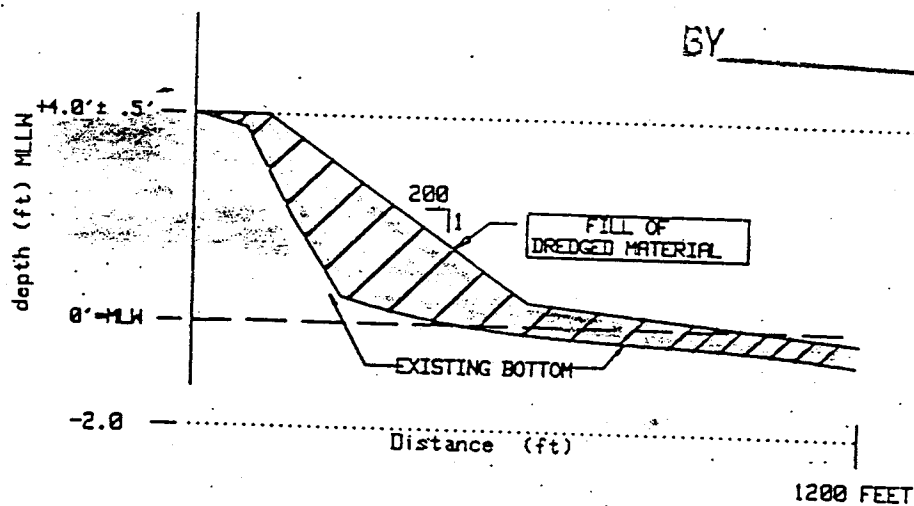






CHANNEL SECTION SHOWING SIDESLOPES AND OVERDEPTH

NOV 21 2001



PLACEMENT SITE
(not to scale)

Waterway on the Coast of VA
BRADFORD BAY CHANNEL
Typical
Cross-sections
Not to Scale



COMMONWEALTH of VIRGINIA

DEPARTMENT OF ENVIRONMENTAL QUALITY

Peter W. Schmidt
Director

VWP Permit No. 95-0359
Effective Date: May 30, 1995
Expiration Date: May 30, 2005

P. O. Box 10009
Richmond, Virginia 23240-0009
(804) 762-4000

VIRGINIA WATER PROTECTION PERMIT

ISSUED PURSUANT TO THE STATE WATER CONTROL LAW

AND SECTION 401 OF THE CLEAN WATER ACT

Based upon an examination of the information submitted by the owner and in compliance with Section 401 of the Clean Water Act as amended (33 USC 1251 et seq.) and the State Water Control Law and regulations adopted pursuant thereto, The Department has determined that there is reasonable assurance that the activity authorized by this permit, if conducted in accordance with the conditions set forth herein, will protect instream beneficial uses and will not violate applicable water quality standards.


Permittee: U.S. Army Corps of Engineers
Civil Program Branch

Address: Norfolk District
803 Front Street
Norfolk, Virginia 23510-1096

Activity Location: Bradford Bay near the town of Wachapreague in Accomack County, Virginia.

Activity Description: To maintenance dredge Bradford Bay Channel, a portion of the Waterway on the Coast of Virginia. Approximately 45,000 cubic yards of material will be hydraulically dredged each dredging cycle, for a total of 135,000 cubic yards of material over a ten year period. The dredged material will be placed overboard into two previously used sites. Approximately 40.5 acre of subaqueous land and 5 acres of non-vegetated wetlands will be impacted during disposal operations.

The permitted activity shall be in accordance with this cover page, Part I - Special Conditions, and Part II - General Conditions.



Director, Department of Environmental Quality
Date May 30, 1995

PART I - SPECIAL CONDITIONS

- A. The conditions and limitations specified in the application and the supplemental materials submitted by the owner shall be adhered to.
- B. The permittee shall employ measures to prevent spills of fuels or lubricants into State waters. The Department of Environmental Quality (DEQ) must be notified if spills do occur (804/552-1840).
- C. All construction and installation associated with the activity shall be accomplished in such a manner that construction material or waste material is not discharged into State waters.
- D. The permittee shall advise the DEQ in when unusual or potentially complex conditions are encountered with require debris removal or involve potentially toxic pollutants, and shall not take measures to remove the obstruction, material, or toxic pollutant, or change the location of any structure until approval by the Department is received.
- E. All dredging shall be accomplished by hydraulic method.
- F. Approximately 45,000 cubic yards of material is to be dredged from Bradford Bay Channel each dredging cycle for a maximum of approximately 135,000 cubic yards of material over ten year period.
- G. The maximum dimensions of the Bradford Bay Channel shall be approximately 1.8 mile in length and -8 feet in depth including a maximum of 2 feet of overdredging.
- H. There will be no double-handling of dredging material in State waters.
- I. All dredged material shall be pumped by hydraulic method via pipeline to the previously used disposal sites labeled A, B, in the Joint Permit Application and attached drawings dated March 13, 1995, and in such a manner as to prevent leakage into State waters.
- J. In the event of ruptured pipeline, dredging and disposal operations shall be immediately halted until repairs and clean up can be accomplished.
- K. During the dredging and disposal operations, no vegetated wetlands will be impacted.

- L. No Submerged Aquatic Vegetation (SAV) shall be impacted directly or indirectly by this project.
- M. A pre- and post dredge survey of the channel shall be performed, and submitted to the Department of Environmental Quality.
- N. Any time of year restriction for the pumping and placement of material recommended by the Virginia Marine Resources Commission, the National Marine Fisheries Services, and/or the U. S. Fish and Wildlife Service shall be strictly adhered to.
- O. Water quality standards for pH, dissolved oxygen, and temperature shall not be violated during dredging and disposal operations. These standards, from VR680-21-01.5, for Class I waters are as follows: pH (6.0-9.0 pH units); dissolved oxygen, 5.0 mg/l (minimum); and a rise above ambient temperature of no more than 3° C from an appropriate upstream sampling point.
- P. If dredging and disposal operation occur between July 1 through August 31, the Department of Environmental Quality-Water Division shall be notified, either verbally or in writing so that the staff might have the opportunity to inspect the operations, at least 48 hours prior to commencement of any activity.
- Q. Monitoring
 - 1. The approximate total of material dredged each cycle shall be recorded.
- R. Reporting
 - 1. All reports including the pre- and post dredge survey shall be submitted within 60 days of the cessation of each dredging cycle to: The Department of Environmental Quality - Water Division, OWRM/VWPP, P.O. Box 10009, Richmond, Virginia 23240-0009.

PART II - GENERAL CONDITIONS

A. Duty to Comply

The permittee shall comply with all conditions of the permit. Nothing in these regulations shall be construed to relieve the permittee of the duty to comply with all applicable Federal and State statutes, regulations and toxic standards and prohibitions. Any permit non-compliance is a violation of the Clean Water Act and State Water Control Law, and is grounds for enforcement action, permit termination, revocation, modification, or denial of a permit renewal application.

B. Mitigation Requirements

1. The permittee shall take all reasonable steps to
 - a) avoid all adverse environmental impact which could result from the activity,
 - b) where avoidance is impractical, minimize the adverse environmental impact, and
 - c) where impacts cannot be avoided, provide mitigation of the adverse impact on an in kind basis.

C. Reopener

This permit may be reopened to modify the conditions of the permit to meet new regulatory standards duly adopted by the Board. Causes for reopening permits include, but are not limited to:

1. When State law prohibits conditions in a permit which are more stringent than an applicable effluent limitation guideline;
2. When subsequently promulgated effluent guidelines are modified, and are based on best conventional pollutant control technology; or
3. When the circumstances on which the previous permit was based have materially and substantially changed or special studies conducted by the Department or permittee show material and substantial change since the time the permit was issued and thereby constitute cause for permit modification or revocation and reissuance.

D. Change in Management of Pollutants

All discharges and other activities authorized by this permit shall be made in accordance with the terms and conditions of this permit. The permittee shall submit a new application 180 days prior to any modification to their activity which will:

1. Result in a significantly new or substantially increased discharge of dredged or fill material, or a significant change in the nature of the pollutants; or
2. Violate or lead to the violation of the terms and conditions of the permit or the water Quality Standards of the Commonwealth.

E. Duty to Halt or to Reduce Activity

It shall not be a defense for a permittee in an enforcement action that it would have been necessary to halt or reduce the permitted activity in order to maintain compliance with the conditions of this permit.

F. Compliance with State and Federal Law

Compliance with this permit constitutes compliance with Virginia Water Protection Permit requirements of the State Water Control Law. Nothing in this permit shall be construed to preclude the institution of any legal action under or relieve the permittee from any responsibilities, liabilities, or other penalties established pursuant to any other State law or regulation or under the authority preserved by Section 510 of the Clean Water Act.

G. Property Rights

The issuance of this permit does not convey any property rights in either real or personal property, or any exclusive privileges, nor does it authorize any injury to private property or any invasion of personal property rights, nor any infringement of federal, state or local laws or regulations.

H. Severability

The provisions of this permit are severable.

I. Right of Entry

The permittee shall allow authorized State and Federal

representatives, upon the presentation of credentials at reasonable times and under reasonable circumstances:

1. To enter the permittee's property, public or private, and have access to, inspect and copy any records that must be kept as part of the permit conditions;
2. To inspect any facilities, operations, or practices (including monitoring equipment) regulated or required under the permit;
3. To sample or monitor any substance, parameter or activity for the purpose of assuring compliance with the conditions of the permit or as otherwise authorized by law.

For the purpose of this section, the time for inspection shall be deemed reasonable during regular business hours. Nothing contained herein shall make an inspection time unreasonable during an emergency.

J. Transferability of Permits

This permit may be transferred to another person by a permittee if:

1. The current permittee notifies the Department of Environmental Quality 30 days prior to the proposed transfer of the title to the facility or property;
2. The notice of the proposed transfer includes a written agreement between the existing and proposed new owner containing a specific date of transfer of the permit responsibility, coverage and liability between them; and
3. The Department of Environmental Quality does not within the 30 day time period notify the existing owner of its intent to modify or revoke and reissue the permit.

Such a transferred permit shall, as of the date of the transfer, be as fully effective as if it had been issued directly to the new permittee.

K. Permit Modification

The applicant shall notify the Department of Environmental Quality of any modification of this project and shall demonstrate in a written statement to the Department that said modification will not violate any conditions of this permit.

If such demonstration cannot be made, the permittee shall apply for a modification of this permit. This permit may be modified when any of the following developments occur:

1. When additions or alterations have been made to the affected facility or activity which require the application of permit conditions that differ from those of the existing permit or are absent from it;
2. When new information becomes available about the operation or discharge covered by the permit which was not available at permit issuance and would have justified the application of different permit conditions at the time of permit issuance;
3. When a change is made in the promulgated standards or regulations on which the permit was based;
4. When it becomes necessary to change final dates in schedules due to circumstances over which the permittee has little or no control such as acts of God, materials shortages, etc. However, in no case may a compliance schedule be modified to extend beyond any applicable statutory deadline of the Clean Water Act;
5. When an effluent standard or prohibition for toxic pollutant must be incorporated in the permit in accordance with provisions of Section 307(a) of the Clean Water Act;
6. When changes occur which are subject to "reopener clauses" in the permit.
7. When the Department of Environmental Quality determines that minimum instream flow levels resulting from the permittee's withdrawal of water are detrimental to the instream beneficial use, the withdrawal of water should be subject to further net limitations or when an area is declared a Surface Water Management Area pursuant to State water Control Law Sections 62.1-242 through 253, during the term of the permit;
8. When the level of discharge of a pollutant not limited in the permit exceeds the level which can be achieved by available methodology for controlling such discharges;
9. When the permittee begins or expects to begin to cause the discharge of any toxic pollutant not reported in the application; or

10. When other states were not notified of the change in the permit and their waters may be affected by the discharge.

L. Permit Termination

This permit, after public notice and opportunity for a hearing, is subject to termination. Causes for termination are as follows:

1. Noncompliance by the permittee with any condition of the permit;
2. The permittee's failure in the application or during the permit issuance process to disclose fully all relevant facts or the permittee's misrepresentation of any relevant facts at any time;
3. The permittee's violation of a special or judicial order;
4. A determination that the permitted activity endangers human health or the environment and can be regulated to acceptable levels by permit modification or termination; or
5. A change in any condition that requires either a temporary or permanent reduction or elimination of any discharge of dredged and fill material controlled by the permit.

M. Civil and Criminal Liability

Nothing in this permit shall be construed to relieve the permittee from civil and criminal penalties for noncompliance.

N. Oil and Hazardous Substance Liability

Nothing in this permit shall be construed to preclude the institution of legal action or relieve the permittee from any responsibilities, liabilities, or penalties to which the permittee is or may be subject under Section 311 of the Clean Water Act or Sections 62.1-44.34:14 through 62.1-44.34:23 of the State Water Control Law.

O. Unauthorized Discharge of Pollutants

Except in compliance with this permit, it shall be unlawful for the permittee to:

1. Discharge into state waters sewage, industrial wastes, other wastes, or any noxious or deleterious substances, or,

VWP Permit No. 95-0359

Part II

Page 6 of 6

2. Otherwise alter the physical, chemical, or biological properties of such state surface waters and make them detrimental to the public health, or to animal or aquatic life, or to the uses of such waters for domestic or industrial consumption, or for recreation, or for other uses.

**COMMONWEALTH OF VIRGINIA
MARINE RESOURCES COMMISSION
PERMIT**

The Commonwealth of Virginia, Marine Resources Commission, hereinafter referred to as the Commission, on this 28th day of May, 2002 hereby grants unto:

**U.S. Army Corps of Engineers
803 Front Street
Norfolk, Virginia 23510**

hereinafter referred to as the Permittee, permission to:

- ☒ Encroach in, on, or over State-owned subaqueous bottoms pursuant to Chapter 12, Subtitle III, of Title 28.2 of the Code of Virginia.
- ☒ Use or develop tidal wetlands pursuant to Chapter 13, Subtitle III, of Title 28.2 of the Code of Virginia.

Permittee is hereby authorized to place up to 100,000 cubic yards of dredged material from the maintenance of the Chesapeake Bay to Magothy Bay portion of the (WCV) Federal Project Channel in Northampton County upon two previously used spoil sites, adjacent to Holly Bluff Island and Public Ground #18 in Magothy Bay. All activities authorized herein shall be accomplished in conformance with the plans and drawings dated received November 8, 2001, which are attached and made a part of this permit.

This permit is granted subject to the following conditions:

- (1) The work authorized by this permit shall be completed by **May 28, 2007**. The Permittee shall notify the Commission when the project is completed. The completion date may be extended by the Commission in its discretion. Any such application for extension of time shall be in writing prior to the above completion date and shall specify the reason for such extension and the expected date of completion of construction. All other conditions remain in effect until revoked by the Commission or the General Assembly.
- (2) This permit grants no authority to the Permittee to encroach upon the property rights, including riparian rights, of others.
- (3) The duly authorized agents of the Commission shall have the right to enter upon the premises at reasonable times, for the purpose of inspecting the work being done pursuant to this permit.
- (4) The Permittee shall comply with the water quality standards as established by the Department of Environmental Quality, Water Division, and all other applicable laws, ordinances, rules and regulations affecting the conduct of the project. The granting of this permit shall not relieve the Permittee of the responsibility of obtaining any and all other permits or authority for the projects.
- (5) This permit shall not be transferred without written consent of the Commissioner.
- (6) This permit shall not affect or interfere with the right vouchsafed to the people of Virginia concerning fishing, fowling and the catching of and taking of oysters and other shellfish in and from the bottom of acres and waters not included within the terms of this permit.
- (7) The Permittee shall, to the greatest extent practicable, minimize the adverse effects of the project upon adjacent properties and wetlands and upon the natural resources of the Commonwealth.
- (8) This permit may be revoked at any time by the Commission upon the failure of the Permittee to comply with any of the terms and conditions hereof or at the will of the General Assembly of Virginia.
- (9) There is expressly excluded from the permit any portion of the waters within the boundaries of the Baylor Survey.
- (10) This permit is subject to any lease of oyster planting ground in effect on the date of this permit. Nothing in this permit shall be construed as allowing the Permittee to encroach on any lease without the consent of the leaseholder. The Permittee shall be liable for any damages to such lease.
- (11) The issuance of this permit does not confer upon the Permittee any interest or title to the beds of the waters.
- (12) All structures authorized by this permit which are not maintained in good repair shall be completely removed from State-owned bottom within three (3) months after notification by the Commission.
- (13) The Permittee agrees to comply with all of the terms and conditions as set forth in this permit and that the project will be accomplished within the boundaries as outlined in the plans attached hereto. Any encroachment beyond the limits of this permit shall constitute a Class 1 misdemeanor.
- (14) This permit authorizes no claim to archaeological artifacts which may be encountered during the course of construction. If, however, archaeological remains are encountered, the Permittee agrees to notify the Commission, who will, in turn notify the Department of Historic Resources. The Permittee further agrees to cooperate with agencies of the Commonwealth in the recovery of archaeological remains if deemed necessary.

The following special conditions are imposed on this permit:

- (15) The yellow placard accompanying this permit document must be conspicuously displayed at the work site throughout the construction phase of the authorized activity.
- (16) Permittee agrees to notify the Commission a minimum of 15 days prior to the start of the construction activities authorized by this permit.
- (17) Permittee agrees to submit post-dredging bathymetric and cross-sectional surveys.
- (18) The overboard placement of dredged material will be confined to the months of November through March to ensure the protection of the clam resource in the area.

A permit issuing fee of: \$100.00

and a royalty of: N/A

for a total of \$100.00.

This permit consists of 9 sheets.

PERMITTEE

Permittee's signature is affixed hereto as evidence of acceptance of all of the terms and conditions herein.

In cases where the Permittee is a corporation, agency or political jurisdiction, please assure that the individual who signs for the Permittee has proper authorization to bind the organization to the financial and performance obligations which result from activity authorized by this permit.

PERMITTEE

Accepted for U.S. Army Corps of Engineers, Norfolk DistrictBy Donald D. Vann Chief, Operations Branch
(Name) (Title)11th day of June, 2002State of VirginiaCity (or County) of Norfolk to-wit:

I, Angela Marske a Notary Public in and for said City (or County) and State hereby certify that
Ronald G. Vann, Permittee, whose name is signed to the foregoing, has acknowledged the
same before me in my City (or County) and State aforesaid.

Given under my hand this 11th day of June, 2002

My Commission Expires:

My Commission Expires August 31, 2004

Notary Public

Angela Marske

COMMISSION

IN WITNESS WHEREOF, the Commonwealth of Virginia, Marine Resources Commission has caused these presents to be
executed in its behalf by Tony Watkinson, Acting Chief, Habitat Management

(Name) (Title) Marine Resources Commission

18th day of June, 2002

by

Tony Watkinson

State of Virginia

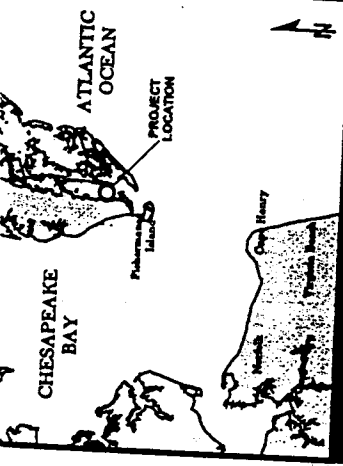
City of Newport News, to wit:

I, Barbara A. Cundiff, a Notary Public within and for said City, State of Virginia, hereby certify that
Tony Watkinson, whose name is signed to the foregoing, bearing the 28th day of May, 2002, has
acknowledged the same before me in City aforesaid.

Given under my hand this 18th day of June, 2002My Commission Expires: 4-30-2003

Notary Public

Barbara A. Cundiff



07 2512
07 7612
05 7512
04 6913
06 0514
04 2118
04 14
07 4821
08 7318
05 7618
02 04 05 07 7820
02 04 04 20
03 04 04 73 21
06 04 06 79 19
03 03 03 31 19
01 30 36 17
01 07 42 17
01 06 61 21
01 00 07 53 16
02 00 07 73 14
02 02 03 52 12
04 69
67 52 10
01 65 14
00 05 11
05 24
03 41
07 07
05 31 05
11 36 03
21 44 12
36

MOCKHORN ISLAND

MAGOTHY BAY

PROPOSED PLACEMENT OF DREDGED MATERIAL
CHESAPEAKE BAY TO MAGOTHY BAY CHANNEL

NOV 08 2001

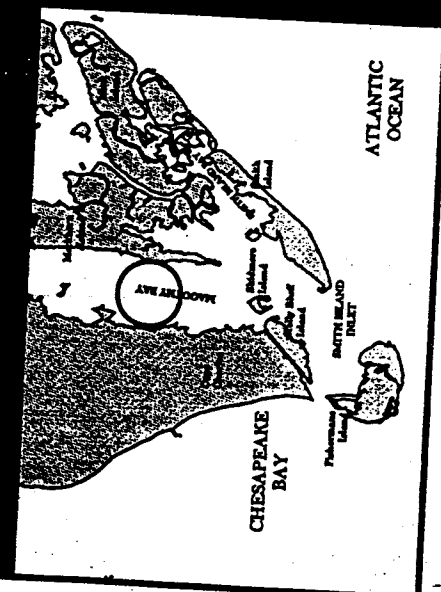
Placement Site
(1000' x 1000')



Channel



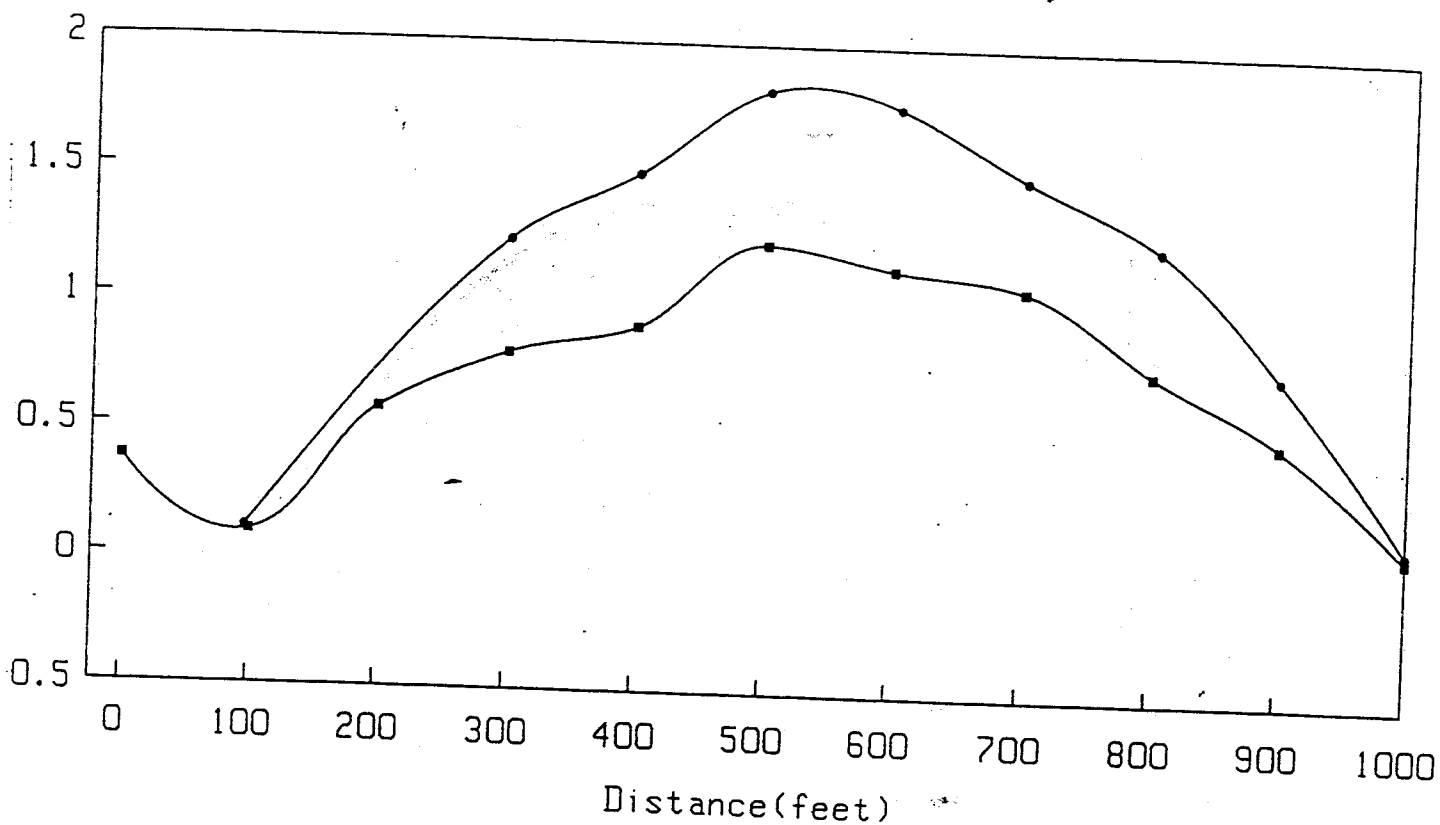
BY



MARINE RESOURCES COMMISSION
RECEIVED

NOV 08 2001

BY _____

**- L E G E N D -**

- Existing Bottom of Previous Dredged Material.
- Estimated Dredged Material Elevation.

PURPOSE: Navigation
Datum: NOS, MLLW

Cross Section
of
Dredging Area

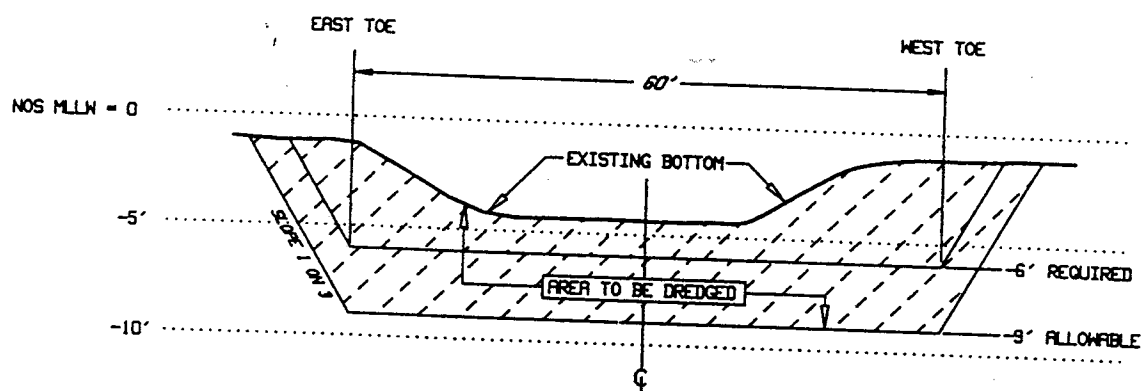
**MAGOTHY OVERBOARD
AREA**
Proposed Maintenance Dredging
by Norfolk District Corps
of Engineers

Not To Scale

MARINE RESOURCES COMMISSION
RECEIVED

NOV 08 2001

BY _____



TYPICAL SECTION SHOWING SIDESLOPES AND OVERDEPTH

PURPOSE: Navigation

Datum: NOS. MLLW

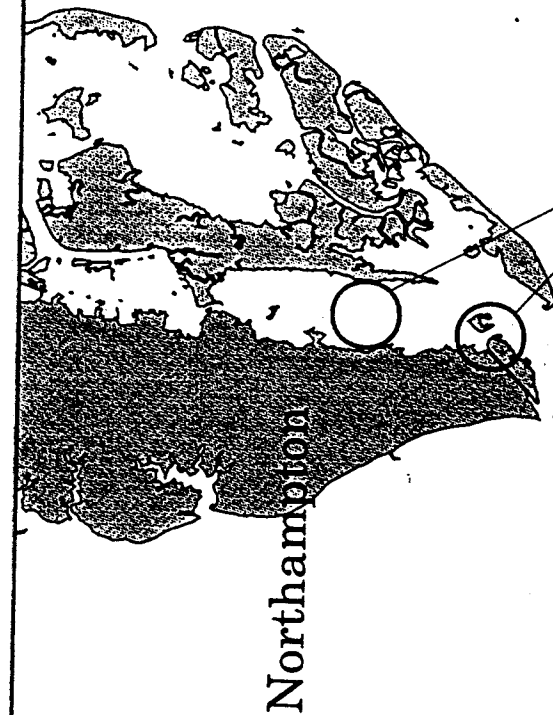
Cross Section
of
Dredging Area

WCV

Proposed Maintenance Dredging
by Norfolk District Corps
of Engineers

Not To Scale

CHESAPEAKE BAY



**PROJECT
LOCATION**

Fishermans
Island

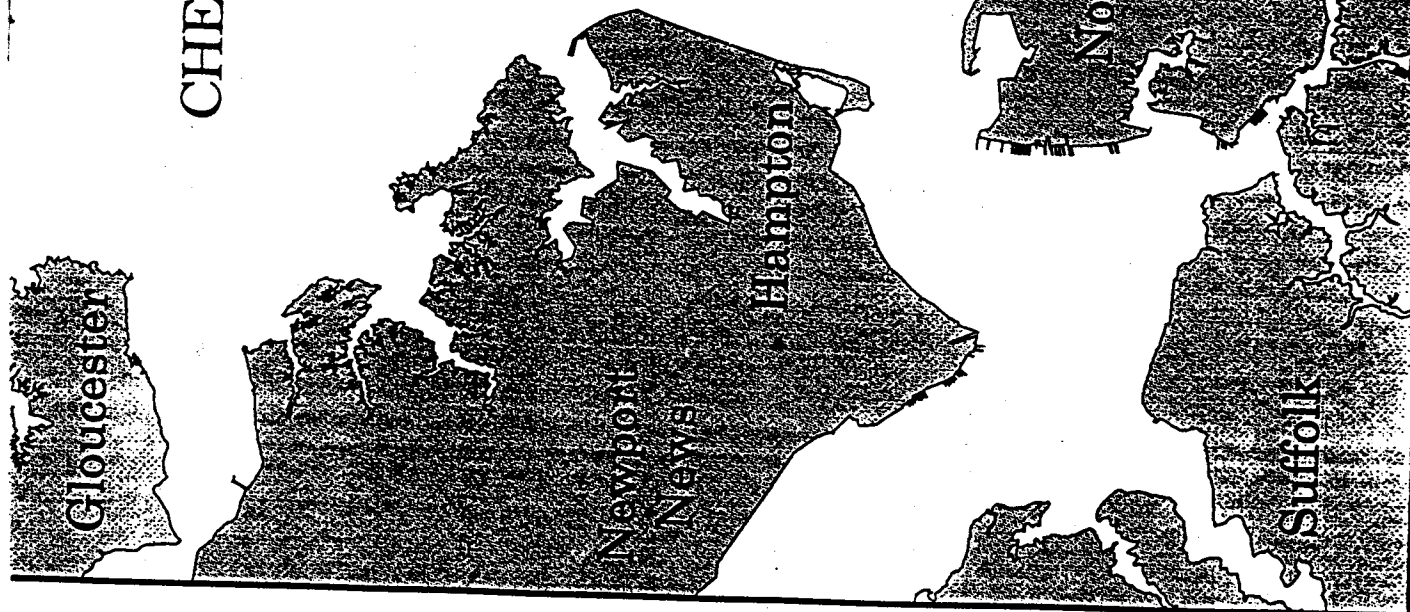
MARINE RESOURCES COMMISSION
RECEIVED

NOV 0 8 2001

BY _____

ATLANTIC
OCEAN

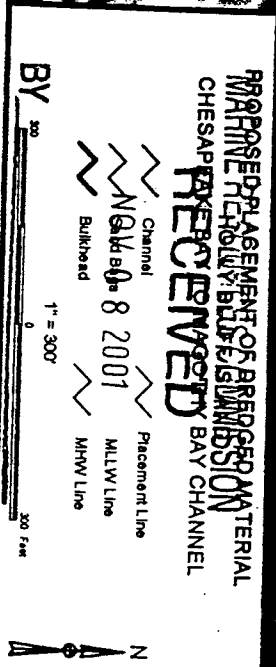
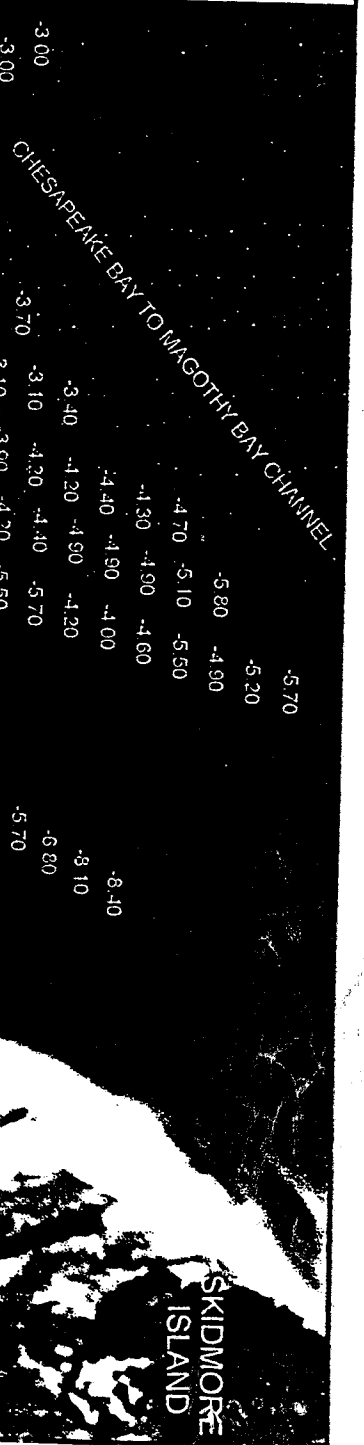
Cape Henry

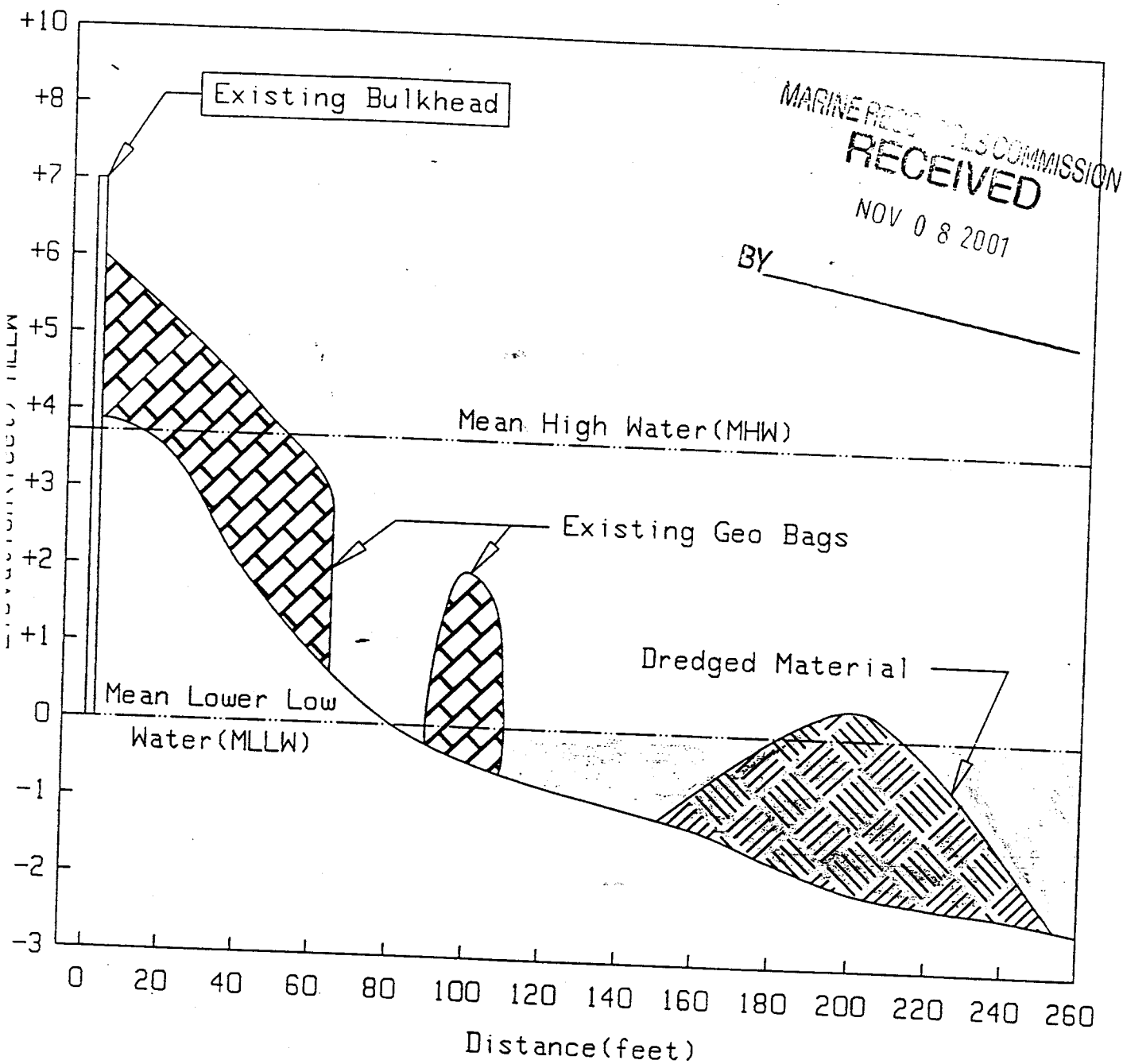


PROPOSED PLACEMENT OF DREDGED MATERIAL
OVERVIEW MAP
CHESAPEAKE BAY TO MAGOTHY BAY CHANNEL

1" = 25000'







PURPOSE: Navigation
Datum: NOS. MLLW

Cross Section
of
Placement Site

HOLLY BLUFF

Proposed Maintenance Dredging
by Norfolk District Corps
of Engineers

Not To Scale

**COMMONWEALTH OF VIRGINIA
MARINE RESOURCES COMMISSION
PERMIT**

The Commonwealth of Virginia, Marine Resources Commission, hereinafter referred to as the Commission, on this 26th day of January 1999, hereby grants unto: **Mr. Ronald G. Vann, P.E.**

**Chief, Civil Programs Branch
Department of the Army
Norfolk District, Corps of Engineers
803 Front Street
Norfolk, Virginia 23510**

hereinafter referred to as the Permittee, permission to:

 X Encroach in, on, or over State-owned subaqueous bottoms pursuant to Chapter 12, Subtitle III, of Title 28.2 of the Code of Virginia.

 Use or develop tidal wetlands pursuant to Chapter 13, Subtitle III, of Title 28.2 of the Code of Virginia.

Permittee is hereby authorized to place up to 120,000 cubic yards of dredged material per cycle, from the Metompkin Bay Channel of the Waterway on the Coast of Virginia (WCV) in the surf zone on the ocean side of Metompkin Island in Accomack County. All activities authorized herein shall be accomplished in conformance with the plans and drawings dated received April 3, 1995, which are attached and made a part of this permit.

This permit is granted subject to the following conditions:

- (1) The work authorized by this permit shall be completed by **February 28, 2004**. The Permittee shall notify the Commission when the project is completed. The completion date may be extended by the Commission in its discretion. Any such application for extension of time shall be in writing prior to the above completion date and shall specify the reason for such extension and the expected date of completion of construction. All other conditions remain in effect until revoked by the Commission or the General Assembly.
- (2) This permit grants no authority to the Permittee to encroach upon the property rights, including riparian rights, of others.
- (3) The duly authorized agents of the Commission shall have the right to enter upon the premises at reasonable times, for the purpose of inspecting the work being done pursuant to this permit.
- (4) The Permittee shall comply with the water quality standards as established by the Department of Environmental Quality, Water Division, and all other applicable laws, ordinances, rules and regulations affecting the conduct of the project. The granting of this permit shall not relieve the Permittee of the responsibility of obtaining any and all other permits or authority for the projects.
- (5) This permit shall not be transferred without written consent of the Commissioner.
- (6) This permit shall not affect or interfere with the right vouchsafed to the people of Virginia concerning fishing, fowling and the catching of and taking of oysters and other shellfish in and from the bottom of acres and waters not included within the terms of this permit.
- (7) The Permittee shall, to the greatest extent practicable, minimize the adverse effects of the project upon adjacent properties and wetlands and upon the natural resources of the Commonwealth.
- (8) This permit may be revoked at any time by the Commission upon the failure of the Permittee to comply with any of the terms and conditions hereof or at the will of the General Assembly of Virginia.
- (9) There is expressly excluded from the permit any portion of the waters within the boundaries of the Baylor Survey.
- (10) This permit is subject to any lease of oyster planting ground in effect on the date of this permit. Nothing in this permit shall be construed as allowing the Permittee to encroach on any lease without the consent of the leaseholder. The Permittee shall be liable for any damages to such lease.
- (11) The issuance of this permit does not confer upon the Permittee any interest or title to the beds of the waters.
- (12) All structures authorized by this permit which are not maintained in good repair shall be completely removed from State-owned bottom within three (3) months after notification by the Commission.
- (13) The Permittee agrees to comply with all of the terms and conditions as set forth in this permit and that the project will be accomplished within the boundaries as outlined in the plans attached hereto. Any encroachment beyond the limits of this permit shall constitute a Class 1 misdemeanor.
- (14) This permit authorizes no claim to archaeological artifacts which may be encountered during the course of construction. If, however, archaeological remains are encountered, the Permittee agrees to notify the Commission, who will, in turn notify the Department of Historic Resources. The Permittee further agrees to cooperate with agencies of the Commonwealth in the recovery of archaeological remains if deemed necessary.
- (15) If any loss or damage to the Commonwealth is caused by or contributed to, in whole or in part, by the Permittee arising from the establishment, operation, or maintenance of said project, the liability of the Permittee therefore shall be determined in accordance with the applicable provisions of the Federal Tort Claims Act of August 2, 1946, as amended.

The following special conditions are imposed on this permit:

- (16) The yellow placard accompanying this permit document must be conspicuously displayed at the work site throughout the construction phase of the authorized activity.
- (17) Permittee agrees to notify the Commission a minimum of 15 days prior to the start of the construction activities authorized by this permit.
- (18) Permittee agrees that no dredge material shall be placed in the surf zone between April 1 and September 1 to avoid impacts to sensitive bird species in the area during this period.

A permit issuing fee of: \$100.00

and a royalty of: N/A

for a total of \$100.00

This permit consists of 5 sheets.

PERMITTEE

Permittee's signature is affixed hereto as evidence of acceptance of all of the terms and conditions herein.

In cases where the Permittee is a corporation, agency or political jurisdiction, please assure that the individual who signs for the Permittee has proper authorization to bind the organization to the financial and performance obligations which result from activity authorized by this permit.

PERMITTEE

25 day of Feb, 1999 Accepted for Army Corps of Engineers
By Ronald Vann Chief, Waterways & Ports Branch
(Name) (Title)

State of Virginia

City (or County) of Charlottesville, to-wit:

I, Angela W. Marko, a Notary Public in and for said City (or County) and State hereby certify that
Ronald Vann, Permittee, whose name is signed to the foregoing, has acknowledged the same before me in my City (or County) and State aforesaid.

Given under my hand this 25 day of Feb, 1999

My Commission Expires:

My Commission Expires August 31, 2000

Notary Public Angela W. Marko

COMMISSION

IN WITNESS WHEREOF, the Commonwealth of Virginia, Marine Resources Commission has caused these presents to be executed in its behalf by Robert W. Grabb, Chief, Habitat Management
(Name) (Title) Marine Resources Commission

2nd day of April, 1999 by [Signature]

State of Virginia

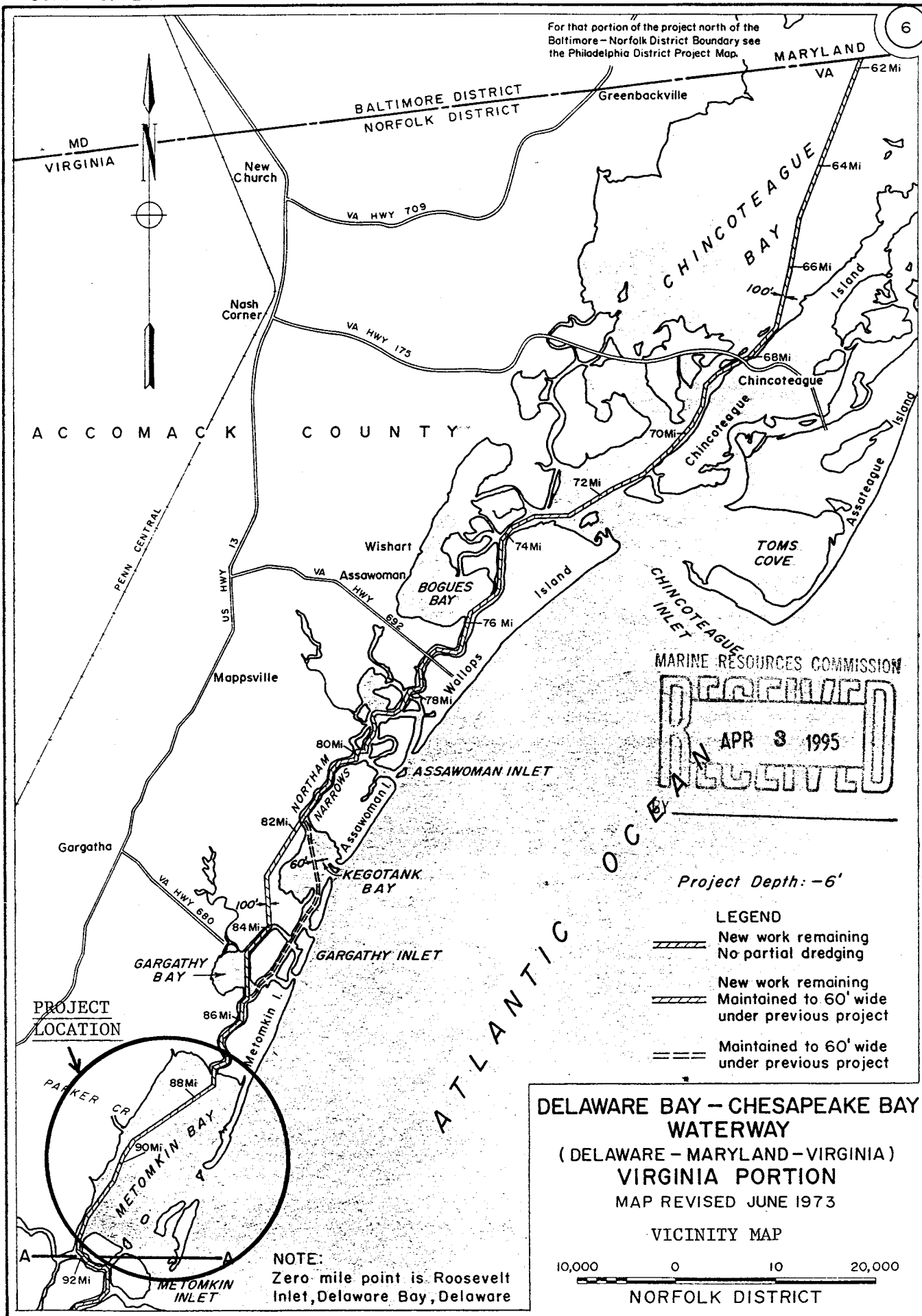
City of Newport News, to wit:

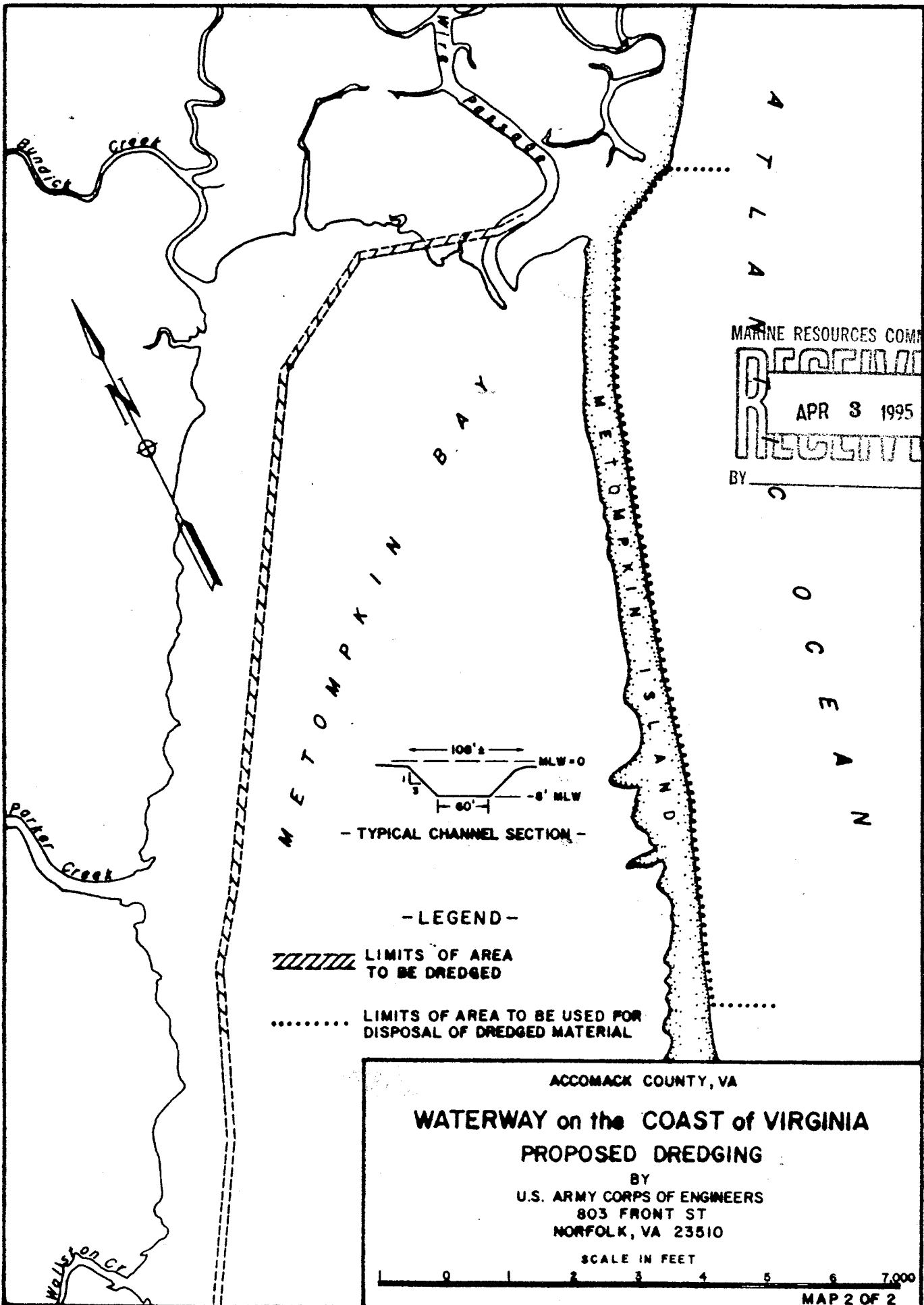
I, Barbara A. Cundiff, a Notary Public within and for said City, State of Virginia, hereby certify that
Robert W. Grabb, whose name is signed to the foregoing, bearing the 26th day of January 1999, has acknowledged the same before me in City aforesaid.

Given under my hand this 2nd day of April, 1999

My Commission Expires: April 30, 1999

Notary Public Barbara A. Cundiff





MARINE RESOURCES COMMISSION
RECEIVED
APR 3 1995
BY C

**WATERWAY on the COAST of VIRGINIA
PROPOSED DREDGING**

BY
U.S. ARMY CORPS OF ENGINEERS
803 FRONT ST
NORFOLK, VA 23510

SCALE IN FEET
0 1 2 3 4 5 6 7,000



COMMONWEALTH of VIRGINIA

DEPARTMENT OF ENVIRONMENTAL QUALITY

Peter W. Schmidt
Director

VWP Permit No. 95-0432
Effective Date: June 15, 1995
Expiration Date: June 15, 2005

P. O. Box 10009
Richmond, Virginia 23240-0009
(804) 762-4000

VIRGINIA WATER PROTECTION PERMIT

ISSUED PURSUANT TO THE STATE WATER CONTROL LAW

AND SECTION 401 OF THE CLEAN WATER ACT

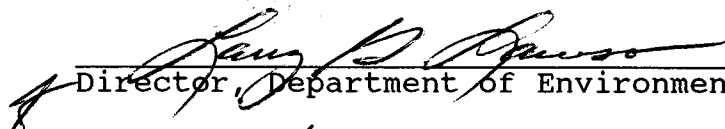
Based upon an examination of the information submitted by the owner and in compliance with Section 401 of the Clean Water Act as amended (33 USC 1251 et seq.) and the State Water Control Law and regulations adopted pursuant thereto, The Department has determined that there is reasonable assurance that the activity authorized by this permit, if conducted in accordance with the conditions set forth herein, will protect instream beneficial uses and will not violate applicable water quality standards.

Permittee: U.S. Army Corps of Engineers
Civil Program Branch
Address: Norfolk District
803 Front Street
Norfolk, Virginia 23510-1096

Activity Location: Metompkin Bay, Accomack County, Virginia.

Activity Description: To maintenance dredge Metompkin Bay Channel, a portion of the Waterway on the Coast of Virginia. Approximately 125,000 cubic yards of material will be hydraulically dredged each dredging cycle, for a total of 500,000 cubic yards of material over a ten year period. The dredged material will be placed overboard into a previously used area in the Atlantic Ocean surf zone off Metompkin Island.

The permitted activity shall be in accordance with this cover page, Part I - Special Conditions, and Part II - General Conditions.



Director, Department of Environmental Quality

Date JUNE 15, 1995

PART I - SPECIAL CONDITIONS

- A. The conditions and limitations specified in the application and the supplemental materials submitted by the owner shall be adhered to.
- B. The permittee shall employ measures to prevent spills of fuels or lubricants into State waters. The Department of Environmental Quality must be notified if spills do occur (804/527-5200).
- C. All construction and installation associated with the activity shall be accomplished in such a manner that construction material or waste material is not discharged into State waters.
- D. The permittee shall advise the Department of Environmental Quality in writing when unusual or potentially complex conditions are encountered which require debris removal or involve potentially toxic pollutants, and shall not take measures to remove the obstruction, material, or toxic pollutant, or change the location of any structure until approval by the Department is received.
- E. All dredging shall be accomplished by hydraulic method.
- F. Approximately 125,000 cubic yards of material is to be dredged from Metompkin Bay Channel each dredging cycle for a maximum of approximately 500,000 cubic yards of material over a ten year period.
- G. The maximum dimensions of Metompkin Bay Channel shall be approximately 3 mile in length, 100 feet in width, and -8 feet in depth, including 2 feet of overdredging.
- H. There will be no double-handling of dredged material in State waters.
- I. All dredged material shall be pumped by hydraulic method via pipeline to Metompkin Island, into a previously used area in the Atlantic Ocean surf zone off Metompkin Island, for unconfined placement.
- J. In the event of ruptured pipeline, dredging and disposal operations shall be immediately halted until repairs and clean up can be accomplished.
- K. During the dredging and disposal operations, no vegetated wetlands will be impacted.

- L. No Submerged Aquatic Vegetation (SAV) shall be impacted directly or indirectly by this project.
- M. A pre and post dredge survey of the channel shall be performed and the results submitted in accordance with the Reporting of Results section of this permit.
- N. Any time of the year restriction for the pumping and placement of the material by the Virginia Marine Resources Commission, the National Marine Fisheries Services or the U.S. Fish and Wildlife Service shall be strictly adhered to.
- O. Water quality standards for pH, dissolved oxygen and temperature shall not be violated during dredging and disposal operations. These standards, from VR680-21-01.5, for Class I waters are as follows: pH (6.0-9.0 pH units); dissolved oxygen, 5.0 mg/l (minimum); and a rise above ambient temperature of no more than 3° C from an appropriate upstream sampling point.
- P. If dredging and disposal operations occur between July 1 through August 31, the Department of Environmental Quality - Water Division shall be notified, either verbally or in writing so that the staff might have the opportunity to inspect the operations, at least 48 hours prior to commencement of any activity.
- Q. Monitoring
 - a) The approximate total of material dredged each cycle shall be recorded, and the results submitted in accordance with the Reporting of Results section of this permit.
- R. Reporting of Results
 - a) Results of monitoring and the pre and post dredge surveys shall be submitted within 60 days of the cessation of each dredging cycle to the Virginia Department of Environmental Quality - Water Division, OWRM/VWPP, P.O. box 10009, Richmond, Virginia 23240-0009.

PART II - GENERAL CONDITIONS

A. Duty to Comply

The permittee shall comply with all conditions of the permit. Nothing in this permit shall be construed to relieve the permittee of the duty to comply with all applicable Federal and State statutes, regulations and toxic standards and prohibitions. Any permit non-compliance is a violation of the Clean Water Act and State Water Control Law, and is grounds for enforcement action, permit termination, revocation, modification, or denial of a permit renewal application.

B. Mitigation Requirements

The permittee shall take all reasonable steps to:

1. Avoid all adverse environmental impact which could result from the activity;
2. Where avoidance is impractical, minimize the adverse environmental impact; and
3. Where impacts cannot be avoided, provide mitigation of the adverse impact on an in kind basis.

C. Reopener

This permit may be reopened to modify the conditions of the permit to meet new regulatory standards duly adopted by the Board. Causes for reopening permits include, but are not limited to:

1. When State law prohibits conditions in a permit which are more stringent than an applicable effluent limitation guideline;
2. When subsequently promulgated effluent guidelines are modified, and are based on best conventional pollutant control technology; or
3. When the circumstances on which the previous permit was based have materially and substantially changed, or special studies conducted by the Department or the permittee show material and substantial change since the time the permit was issued and thereby constitute cause for permit modification or revocation and reissuance.

D. Change in Management of Pollutants

All discharges and other activities authorized by this permit shall be made in accordance with the terms and conditions of this permit. The permittee shall submit a new application 180 days prior to any proposed modification to their activity which will:

1. Result in a significantly new or substantially increased discharge of dredged or fill material, or a significant change in the nature of the pollutants; or
2. Violate or lead to the violation of the terms and conditions of the permit or the Water Quality Standards of the Commonwealth.

E. Duty to Halt or to Reduce Activity

It shall not be a defense for a permittee in an enforcement action that it would have been necessary to halt or reduce the permitted activity in order to maintain compliance with the conditions of this permit.

F. Compliance with State and Federal Law

Compliance with this permit constitutes compliance with the Virginia Water Protection Permit requirements of the State Water Control Law. Nothing in this permit shall be construed to preclude the institution of any legal action under or relieve the permittee from any responsibilities, liabilities, or other penalties established pursuant to any other State law or regulation or under the authority preserved by Section 510 of the Clean Water Act.

G. Property Rights

The issuance of this permit does not convey any property rights in either real or personal property, or any exclusive privileges, nor does it authorize any injury to private property or any invasion of personal property rights, nor any infringement of federal, state or local laws or regulations.

H. Severability

The provisions of this permit are severable.

I. Right of Entry

The permittee shall allow authorized state and federal

representatives, upon the presentation of credentials, at reasonable times and under reasonable circumstances:

1. To enter the permittee's property, public or private, and have access to, inspect and copy any records that must be kept as part of the permit conditions;
2. To inspect any facilities, operations or practices (including monitoring and control equipment) regulated or required under the permit;
3. To sample or monitor any substance, parameter or activity for the purpose of assuring compliance with the conditions of the permit or as otherwise authorized by law.

For the purpose of this section, the time for inspection shall be deemed reasonable during regular business hours. Nothing contained herein shall make an inspection time unreasonable during an emergency.

J. Transferability of Permits

This permit may be transferred to another person by a permittee if:

1. The current permittee notifies the Department of Environmental Quality 30 days prior to the proposed transfer of the title to the facility or property;
2. The notice of the proposed transfer includes a written agreement between the existing and proposed new permittee containing a specific date of transfer of permit responsibility, coverage and liability between them; and
3. The Department of Environmental Quality does not within the 30 day time period notify the existing permittee of the State Water Control Board's intent to modify or revoke and reissue the permit.

Such a transferred permit shall, as of the date of the transfer, be as fully effective as if it had been issued directly to the new permittee.

K. Permit Modification

The permittee shall notify the Department of Environmental Quality of any modification of this activity and shall demonstrate in a written statement to the Department that said modification will not violate any conditions of this permit.

If such demonstration cannot be made, the permittee shall apply for a modification of this permit. This permit may be modified when any of the following developments occur:

1. When additions or alterations have been made to the affected facility or activity which require the application of permit conditions that differ from those of the existing permit or are absent from it;
2. When new information becomes available about the operation or discharge covered by the permit which was not available at permit issuance and would have justified the application of different permit conditions at the time of permit issuance;
3. When a change is made in the promulgated standards or regulations on which the permit was based;
4. When it becomes necessary to change final dates in schedules due to circumstances over which the permittee has little or no control such as acts of God, materials shortages, etc. However, in no case may a compliance schedule be modified to extend beyond any applicable statutory deadline of the Clean Water Act;
5. When an effluent standard or prohibition for a toxic pollutant must be incorporated in the permit in accordance with provisions of Section 307(a) of the Clean Water Act;
6. When changes occur which are subject to "reopener clauses" in the permit;
7. When the Department of Environmental Quality determines that minimum instream flow levels resulting from the permittee's withdrawal of water are detrimental to the instream beneficial use, the withdrawal of water should be subject to further net limitations or when an area is declared a Surface Water Management Area pursuant to State Water Control Law Sections 62.1-242 through 253, during the term of the permit;
8. When the level of discharge of a pollutant not limited in the permit exceeds the level which can be achieved by available methodology for controlling such discharges;
9. When the permittee begins or expects to begin to cause the discharge of any toxic pollutant not reported in the application; or

10. When other states were not notified of the change in the permit and their waters may be affected by the discharge.

L. Permit Termination

This permit, after public notice and opportunity for a hearing, is subject to termination. Causes for termination are as follows:

1. Noncompliance by the permittee with any condition of the permit;
2. The permittee's failure in the application or during the permit issuance process to disclose fully all relevant facts or the permittee's misrepresentation of any relevant facts at any time;
3. The permittee's violation of a special or judicial order;
4. A determination that the permitted activity endangers human health or the environment and can be regulated to acceptable levels by permit modification or termination; or
5. A change in any condition that requires either a temporary or permanent reduction or elimination of any discharge of dredged and fill material controlled by the permit.

M. Civil and Criminal Liability

Nothing in this permit shall be construed to relieve the permittee from civil and criminal penalties for noncompliance.

N. Oil and Hazardous Substance Liability

Nothing in this permit shall be construed to preclude the institution of legal action or relieve the permittee from any responsibilities, liabilities, or penalties to which the permittee is or may be subject under Section 311 of the Clean Water Act or Sections 62.1-44.34:14 through 62.1-44.34:23 of the State Water Control Law.

O. Unauthorized Discharge of Pollutants

Except in compliance with this permit, it shall be unlawful for the permittee to:

1. Discharge into state waters sewage, industrial wastes, other wastes, or any noxious or deleterious substances, or,

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2. Otherwise alter the physical, chemical, or biological properties of such state surface waters and make them detrimental to the public health, or to animal or aquatic life, or to the uses of such waters for domestic or industrial consumption, or for recreation, or for other uses.

SECTION 01451

CONTRACTOR QUALITY CONTROL
08/02

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM D 3740	(1996) Minimum Requirements for Agencies Engaged in the Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction
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ASTM E 329	(1995b) Agencies Engaged in the Testing and/or Inspection of Materials Used in Construction
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1.2 PAYMENT

Separate payment will not be made for providing and maintaining an effective Quality Control program, and all costs associated therewith shall be included in the applicable unit prices or lump-sum prices contained in the Bidding Schedule.

PART 2 PRODUCTS (NOT APPLICABLE)

PART 3 EXECUTION

3.1 GENERAL REQUIREMENTS

The Contractor is responsible for quality control and shall establish and maintain an effective quality control system in compliance with the Contract Clause titled "Inspection of Construction." The quality control system shall consist of plans, procedures, and organization necessary to produce an end product that complies with the contract requirements. The system shall cover all construction operations, both onsite and offsite, and shall be keyed to the proposed construction sequence.

3.2 QUALITY CONTROL PLAN

3.2.1 General

Prior to start of the scheduled work operations, the Contractor shall furnish his CQC plan to the COR for acceptance. The CQC Plan the Contractor proposes to implement shall identify the personnel, procedures,

instructions, records, and forms, and, as a minimum, shall include:

- a. A description of the quality control organization, including a chart showing lines of authority by name with duties and responsibilities of their respective position, qualifications (in resume format), and acknowledgment that the CQC staff shall implement the three phase control system for all aspects of the work specified.
- b. The number, classifications, qualifications, duties, responsibilities and authorities of personnel. A copy of the letter, signed by an authorized official of the firm, which describes the responsibilities and delegates the sufficient authorities to adequately perform the functions of the CQC System Manager, including authority to stop work which is not in compliance with the contract. The CQC System Manager shall issue letters of direction to all other various quality control representatives outlining duties, authorities and responsibilities, and shall furnish copies to the Government at the same time.
- c. Control, verification and acceptance testing procedures for each specific test to include the test name, specification paragraph requiring test, feature of work to be tested, test frequency, and person or laboratory responsible for each test (laboratory facilities will be approved by the CO).
- d. Procedures for scheduling, reviewing, certifying, and managing submittals, including those of subcontractors, offsite fabricators, suppliers, and purchasing agents. These procedures shall be in accordance with Section 01330 SUBMITTAL PROCEDURES.
- e. Procedures for tracking preparatory, initial, and follow-up control phases and control, verification, and acceptance tests including documentation.
- f. Procedures for tracking construction deficiencies from identification through acceptable corrective action. These procedures shall establish verification that identified deficiencies have been corrected.
- g. Reporting procedures, including proposed reporting formats.
- h. A list of the definable features of work. A definable feature of work is a task which is separate and distinct from other tasks, has separate control requirements, and may be identified by different trades or disciplines, or it may be work by the same trade in a different environment. Although each section of the specifications may generally be considered as a definable feature of work, there are frequently more than one definable feature under a particular section. This list will be agreed upon during the coordination meeting.

3.2.2 Acceptance of Plan

Acceptance of the Contractor's plan is required prior to the start of construction. Acceptance is conditional and will be predicated on satisfactory performance during the construction. The Government reserves the right to require the Contractor to make changes in his CQC Plan and operations including removal of personnel, as necessary, to obtain the quality specified.

3.2.3 Notification of Changes

After acceptance of the CQC Plan, the Contractor shall notify the Contracting Officer in writing of any proposed change. Proposed changes are subject to acceptance by the Contracting Officer.

3.3 COORDINATION MEETING

As soon as practicable after receipt of Notice to Proceed (NTP) and before start of the scheduled work, and prior to acceptance by the Government of the CQC Plan, the Contractor shall meet with the Contracting Officer or Authorized Representative and discuss the Contractor's quality control system. The Contractor's Project Manager, Submittals Clerk and Quality Control Manager, Dredge Captain and Plant Operators, and the Surveyor or Engineer to be employed by the Contractor to perform all surveys and layout of the work required of the Contractor shall attend this meeting. The Contractor is encouraged to have an officer of his company and representation from any major subcontractors at the conference. The CQC Plan shall be submitted for review a minimum of 14 calendar days prior to the Coordination Meeting. During the meeting, a mutual understanding of the system details shall be developed, including the forms for recording the CQC operations, control activities, testing, administration of the system for both onsite and offsite work, and the interrelationship of Contractor's Management and control with the Government's Quality Assurance. Minutes of the meeting shall be prepared by the Government and signed by both the Contractor and the Contracting Officer. The minutes shall become a part of the contract file. There may be occasions when subsequent conferences will be called by either party to reconfirm mutual understandings, to address deficiencies in the CQC system, or clarify procedures which may require corrective action by the Contractor.

3.4 QUALITY CONTROL ORGANIZATION

3.4.1 Personnel Requirements

The requirements for the CQC organization are a CQC System Manager and sufficient number of additional qualified personnel to ensure contract compliance. The Contractor shall provide a CQC organization that shall be at the site at all times during progress of the work and with complete authority to take any action necessary to ensure compliance with the contract. All CQC staff members shall be subject to interview and acceptance by the Contracting Officer or his designated representative.

3.4.2 CQC System Manager

The Contractor shall identify as CQC System Manager an individual within

the onsite work organization who shall be responsible for overall management of CQC and have the authority to act in all CQC matters for the Contractor. The CQC System Manager will be held responsible for the quality of work on the job and is subject to removal by the Contracting Officer for non-compliance with quality requirements specified in the contract. The CQC System Manager shall be:

a. A graduate engineer, graduate architect, graduate of construction management, or an experienced construction management person with a minimum of five years experience in dredging work similar in magnitude and duration to this contract. This experience shall include work in wetland environments with intertidal beach placement areas and earthwork operations in isolated areas with limited access and egress availability, and compliance with environmental requirements in the Commonwealth of Virginia.

This CQC System Manager shall be on the site at all times during construction and shall be employed by the prime Contractor. The CQC System Manager shall be assigned as System Manager but may have duties as project superintendent in addition to quality control. An alternate for the CQC System Manager shall be identified in the plan to serve in the event of the System Manager's absence. The requirements for the alternate shall be the same as for the designated CQC System Manager.

3.4.3 Additional Requirement

In addition, this experience shall include successful completion of Course entitled "Construction Quality Management for Contractors". The Contractor and his designated CQC staff shall complete this training within 30 calendar days of receipt of his Notice To Proceed. This course is offered periodically by the Corps of Engineers at an administrative cost not to exceed \$50.00 per person. Specific times and locations are available from the Norfolk District, Construction Operations Section, telephone (757) 441-7687.

3.4.4 Organizational Changes

The Contractor shall maintain the CQC staff at full strength at all times. When it is necessary to make changes to the CQC staff, the Contractor shall revise the CQC Plan to reflect the changes and submit the changes to the Contracting Officer for acceptance.

3.5 SUBMITTALS AND DELIVERABLES

Submittals, if needed, shall be made as specified in Section 01330 SUBMITTAL PROCEDURES. The CQC organization shall be responsible for certifying that all submittals and deliverables are in compliance with the contract requirements.

3.6 CONTROL

Contractor Quality Control is the means by which the Contractor ensures that the construction, to include that of subcontractors and suppliers, complies with the requirements of the contract. At least three phases of control shall be conducted by the CQC System Manager for each definable

feature of work as follows:

3.6.1 Preparatory Phase

This phase shall be performed prior to beginning work on each definable feature of work, after all required plans/documents/materials are approved/accepted, and after copies are at the work site. This phase shall include:

- a. A review of the paragraphs of applicable specifications, reference codes, and standards. A copy of those sections of referenced codes and standards applicable to that portion of the work to be accomplished in the field shall be made available by the Contractor at the preparatory inspection. These copies shall be maintained in the field and available for use by Government personnel until final acceptance of the work.
- b. A review of the contract drawings.
- c. A check to assure that all materials and equipment have been tested, submitted, and approved.
- d. Review of provisions that have been made to provide required control inspection and testing.
- e. Examination of the work area to assure that all required preliminary work has been completed and is in compliance with the contract.
- f. A physical examination of required materials, equipment, and sample work to assure that they are on hand, conform to approved shop drawings or submitted data, and are properly stored.
- g. A review of the appropriate activity hazard analysis to assure safety requirements are met.
- h. Discussion of procedures for controlling quality of the work including repetitive deficiencies. Document construction tolerances and workmanship standards for that feature of work.
- i. A check to ensure that the portion of the plan for the work to be performed has been accepted by the Contracting Officer.
- j. Discussion of the initial control phase.
- k. The Government shall be notified at least 48 hours, excluding non-workdays, in advance of beginning the preparatory control phase. This phase shall include a meeting conducted by the CQC System Manager and attended by the superintendent, other CQC personnel (as applicable), and the foreman responsible for the definable feature. The results of the preparatory phase actions shall be documented by separate minutes prepared by the CQC System Manager and attached to the daily CQC report. The time and date of the preparatory phase meeting shall be coordinated with the

Progress Schedule. The Contractor shall instruct applicable workers as to the acceptable level of workmanship required in order to meet contract specifications.

3.6.2 Initial Phase

This phase shall be accomplished at the beginning of each definable feature of work. The following shall be accomplished:

- a. A check of work to ensure that it is in full compliance with contract requirements. Review minutes of the preparatory meeting.
- b. Verify adequacy of controls to ensure full contract compliance. Verify required control inspection and testing.
- c. Establish level of workmanship and verify that it meets minimum acceptable workmanship standards. Compare with required sample panels as appropriate.
- d. Resolve all differences.
- e. Check safety to include compliance with and upgrading of the safety plan and activity hazard analysis. Review the activity analysis with each worker.
- f. The Government shall be notified at least 24 hours, excluding non-workdays, in advance of beginning the initial phase. Separate minutes of this phase shall be prepared by the CQC System Manager and attached to the daily CQC report. Exact location of initial phase shall be indicated for future reference and comparison with follow-up phases.
- g. The initial phase should be repeated for each new crew to work onsite, or any time acceptable specified quality standards are not being met.

3.6.3 Follow-up Phase

Daily checks shall be performed to assure control activities, including control testing, are providing continued compliance with contract requirements, until completion of the particular feature of work. The checks shall be made a matter of record in the CQC documentation. Final follow-up checks shall be conducted and all deficiencies corrected prior to the start of additional features of work which may be affected by the deficient work. The Contractor shall not build upon nor conceal non-conforming work.

3.6.4 Additional Preparatory and Initial Phases

Additional preparatory and initial phases shall be conducted on the same definable features of work if: the quality of on-going work is unacceptable; if there are changes in the applicable CQC staff, onsite production supervision or work crew; if work on a definable feature is resumed after a substantial period of inactivity; or if other problems

develop.

3.7 TESTS

3.7.1 Testing Procedure

The Contractor shall perform specified or required tests to verify that control measures are adequate to provide a product which conforms to contract requirements. Upon request, the Contractor shall furnish to the Government duplicate samples of test specimens for possible testing by the Government. Testing includes operation and/or acceptance tests when specified. The Contractor shall procure the services of a Corps of Engineers approved testing laboratory or establish an approved testing laboratory at the project site. The Contractor shall perform the following activities and record and provide the following data:

- a. Verify that testing procedures comply with contract requirements.
- b. Verify that facilities and testing equipment are available and comply with testing standards.
- c. Check test instrument calibration data against certified standards.
- d. Verify that recording forms and test identification control number system, including all of the test documentation requirements, have been prepared.
- e. Results of all tests taken, both passing and failing tests, shall be recorded on the CQC report for the date taken. Specification paragraph reference, location where tests were taken, and the sequential control number identifying the test shall be given. If approved by the Contracting Officer, actual test reports may be submitted later with a reference to the test number and date taken. An information copy of tests performed by an offsite or commercial test facility shall be provided directly to the Contracting Officer. Failure to submit timely test reports as stated may result in nonpayment for related work performed and disapproval of the test facility for this contract.

3.7.2 Testing Laboratories

3.7.2.1 Capability Check

The Government reserves the right to check laboratory equipment in the proposed laboratory for compliance with the standards set forth in the contract specifications and to check the laboratory technician's testing procedures and techniques. Laboratories utilized for testing soils, concrete, asphalt, and steel shall meet criteria detailed in ASTM D 3740 and ASTM E 329.

3.7.2.2 Capability Recheck

If the selected laboratory fails the capability check, the Contractor will be assessed a charge to reimburse the Government for each succeeding

recheck of the laboratory or the checking of a subsequently selected laboratory. Such costs will be deducted from the contract amount due the Contractor.

3.7.3 Onsite Laboratory

The Government reserves the right to utilize the Contractor's control testing laboratory and equipment to make assurance tests, and to check the Contractor's testing procedures, techniques, and test results at no additional cost to the Government.

3.8 COMPLETION INSPECTION

3.8.1 Punch-Out Inspection

Near the end of the work, or any increment of the work established by a time stated in the Special Clause, "Commencement, Prosecution, and Completion of Work", or by the specifications, the CQC Manager shall conduct an inspection of the work. A punch list of items that do not conform to the approved drawings and specifications shall be prepared and included in the CQC documentation, as required by paragraph DOCUMENTATION. The list of deficiencies shall include the estimated date by which the deficiencies will be corrected. The CQC System Manager or staff shall make a second inspection to ascertain that all deficiencies have been corrected.

Once this is accomplished, the Contractor shall notify the Government that the facility is ready for the Government Pre-Final inspection.

3.8.2 Pre-Final Inspection

The Government will perform the pre-final inspection to verify that the facility is complete and ready to be occupied. A Government Pre-Final Punch List may be developed as a result of this inspection. The Contractor's CQC System Manager shall ensure that all items on this list have been corrected before notifying the Government, so that a Final inspection with the customer can be scheduled. Any items noted on the Pre-Final inspection shall be corrected in a timely manner. These inspections and any deficiency corrections required by this paragraph shall be accomplished within the time slated for completion of the entire work or any particular increment of the work if the project is divided into increments by separate completion dates.

3.8.3 Final Acceptance Inspection

The Contractor's Quality Control Inspection personnel, plus the superintendent or other primary management person, and the Contracting Officer's Representative shall be in attendance at the final acceptance inspection. Additional Government personnel including, but not limited to, those from Base/Post Civil Facility Engineer, user groups, and local and state government may also be in attendance. The final acceptance inspection will be formally scheduled by the Contracting Officer based upon results of the Pre-Final inspection. Notice shall be given to the Contracting Officer at least 14 days prior to the final acceptance inspection and shall include the Contractor's assurance that all specific items previously identified to the Contractor as being unacceptable, along

with all remaining work performed under the contract, will be complete and acceptable by the date scheduled for the final acceptance inspection. Failure of the Contractor to have all contract work acceptably complete for this inspection will be cause for the Contracting Officer to bill the Contractor for the Government's additional inspection cost in accordance with the contract clause titled "Inspection of Construction".

3.9 DOCUMENTATION

The Contractor shall maintain current records providing factual evidence that required quality control activities and/or tests have been performed. These records shall include the work of subcontractors and suppliers and shall be on an acceptable form that includes, as a minimum, the following information:

- a. Contractor/subcontractor and their area of responsibility.
- b. Operating plant/equipment with hours worked, idle, or down for repair.
- c. Work performed each day, giving location, description, and by whom. When Network Analysis (NAS) is used, identify each phase of work performed each day by NAS activity number.
- d. Test and/or control activities performed with results and references to specifications/drawings requirements. The control phase shall be identified (Preparatory, Initial, Follow-up). List of deficiencies noted, along with corrective action.
- e. Quantity of materials received at the site with statement as to acceptability, storage, and reference to specifications/drawings requirements.
- f. Offsite surveillance activities, including actions taken.
- g. Job safety evaluations stating what was checked, results, and instructions or corrective actions.
- h. Instructions given/received and conflicts in plans and/or specifications.
- i. Contractor's verification statement.

These records shall indicate a description of trades working on the project; the number of personnel working; weather conditions encountered; and any delays encountered. These records shall cover both conforming and deficient features and shall include a statement that equipment and materials incorporated in the work and workmanship comply with the contract. The original and one copy of these records in report form shall be furnished to the Government daily within 24 hours after the date covered by the report. All calendar days shall be accounted for throughout the life of the contract. The first report following a day of no work shall be for that day only. Reports shall be signed and dated by the CQC System Manager. The report from the CQC System Manager shall include copies of

test reports and copies of reports prepared by all subordinate quality control personnel.

3.10 SAMPLE FORMS

Sample forms enclosed at the end of this section.

3.11 NOTIFICATION OF NONCOMPLIANCE

The Contracting Officer will notify the Contractor of any detected noncompliance with the foregoing requirements. The Contractor shall take immediate corrective action after receipt of such notice. Such notice, when delivered to the Contractor at the work site, shall be deemed sufficient for the purpose of notification. If the Contractor fails or refuses to comply promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to such stop orders shall be made the subject of claim for extension of time or for excess costs or damages by the Contractor.

3.12 ATTACHMENTS

SECTION 01451 ATTACHMENT NO.1

GUIDE FOR LISTING DEFINABLE FEATURES OF CONSTRUCTION WORK

***** Contractor shall modify this guide to accommodate the project *****

DIVISION 1 - GENERAL REQUIREMENTS

- (a) Special Project procedures to include coordination of work, Project meetings, Submittals and Quality Control
- (b) Administrative Requirements
- (c) Environmental Protection
- (d) Historic Preservation
- (e) Job Conditions

DIVISION 2 - SITE WORK

- (a) Demolition
- (b) Removal and Disposal of Asbestos Materials
- (c) Excavation, Trenching and Backfilling for Utilities Systems to include sewer gravity drainage and water lines
- (d) Clearing and Grubbing, Backfilling for Buildings
- (e) Grading
- (f) Fence, Chain-Link
- (g) Concrete for sidewalks and Curbs
- (h) Drilled Pile Foundation
- (i) Bituminous Paving
- (j) Underground Sprinkler Systems

DIVISION 3 - CONCRETE

- (a) Concrete Materials, Concrete Procedures, Concrete Formwork, Forms, Form Ties and Accessories, Concrete Reinforcement, Concrete Accessories to Include Cast-in-Place Concrete, Specially Placed Concrete, Concrete Finishing, Concrete Curing and Grouting
- (b) Concrete Restoration and Cleaning
- (c) Precast Concrete
- (d) Electrical and Mechanical Inserts
- (e) Testing
- (f) Approval of Samples

DIVISION 4 - MASONRY

- (a) Masonry Procedures, Mortar, Mortar Accessories, Unit Masonry, Cavity Wall Construction to Include Bringing Inner and Outer Wythes Up Simultaneously, Reinforcement, Wall Ties, Flashing, Masonry Restoration and Cleaning
- (b) Acceptance of Sample Panel for Cavity Wall Construction
- (c) Composite Wall Construction
- (d) Acceptance of Sample Panel for Composite Wall Construction
- (e) CMU Partition Wall Construction to Include Prepared Openings for Ducts, Fire Dampers, Door Frames, Lintels and Bond Beams

- (f) Acceptance of CMU Partition Wall Sample Panel
- (g) Insulation and Waterproofing
- (h) Testing

ATTACHMENT NO.1 (continued)

DIVISION 5 - METALS

- (a) Structural Steel Framing To Include Metal Materials and Methods,
Metal Fastening, Metal Joints, Welding, Expansion Control and
Miscellaneous Metals
- (b) Steel Roof Decking
- (c) High Strength Bolts

DIVISION 6 - WOODS AND PLASTICS

- (a) Rough Carpentry To Include Framing, Prefabricated Structural Wood,
Fasteners and Supports, Roof Sheeting, Siding and
Sub-Flooring, Insulation and Flashing (b) Finish Carpentry To
Include Wood Treatment, Finish Flooring, Cabinets and Closets

DIVISION 7 - THERMAL AND MOISTURE PROTECTION

- (a) Dampproofing and Waterproofing
- (b) Fireproofing
- (c) Insulation, Flashing and Sheet Metal, Roof Accessories, Sealants,
Shingles, Roof Tiles and Membrane Roofing (Built-Up and EPDM)

DIVISION 8 - DOORS AND WINDOWS

- (a) Metal Doors and Frames, Wood and Plastic Doors, Special Doors, Door
Opening Assemblies, Metal Windows, Wood and Plastic Windows,
Special Windows, Glazing and Miscellaneous Hardware, Caulking

DIVISION 9 - FINISHES

- (a) Ceramic Tile
- (b) Gypsum Wallboard To Include Special Framing, Shaft Wall Framing
System, Ceiling and Wall Opening
- (c) Acoustical Treatment to include Metal Suspension System for
Acoustical Tile and Lay-In-Panel Ceiling
- (d) Wall Covering
- (e) Carpeting
- (f) Resilient Flooring
- (g) Painting
- (h) Furring (Metal)
- (i) Plastering

DIVISION 10 - SPECIALTIES

- (a) Metal Toilet Partitions
- (b) Raised Floor System
- (c) Movable Partitions
- (d) Wardrobe
- (e) Fire Extinguisher Cabinets
- (f) Toilet Accessories

ATTACHMENT NO.1 (continued)

DIVISION 11 - EQUIPMENT

- (a) Fueling System for Motor Vehicles
- (b) Adjustable Loading Ramps
- (c) Incinerator, Packaged Controlled Air
- (d) Incinerator, Medical Waste, General Purpose, Field Erected
- (e) Food Service Equipment
- (f) Government Furnished Equipment

DIVISION 12 - FURNISHINGS

- (a) Theater Chairs
- (b) Blinds
- (c) Drapes
- (d) Lockers
- (e) Training Equipment
- (f) Furniture and Accessories
- (g) Rugs and Mats
- (h) Fabrics

DIVISION 13 - SPECIAL CONSTRUCTION

- (a) RF Shielding
- (b) Sky Lights
- (c) Swimming Pool
- (d) Energy Monitoring and Control System (EMCS)
- (e) Pre-Engineered Structures
- (f) Liquid and Gas Storage Tanks
- (g) Vaults

DIVISION 14 - CONVEYING SYSTEMS

- (a) Shaft Construction To Include Guides and Guide Rails
- (b) Car Assembly
- (c) Machine Room Layout
- (d) Entrances
- (e) Operating and Signal Devices
- (f) Fire/Emergency Power Operations
- (g) Lighting, Power and Wiring
- (h) Elevator Power Unit
- (i) Acceptance Testing To Include Communications, Safety, Weights, Emergency and Fire Operations, Dispatch System

DIVISION 15 - MECHANICAL

- (a) Insulation to Include:
 - (1) Pipes
 - (2) Ducts
 - (3) Equipment
 - (4) High Density Inserts, Insulation Protective Shields, Clips or U Bolt Supports for Multiple Pipe Hanger Supports
 - (5) Perimeter Insulation

ATTACHMENT NO. 1 (continued)

- (b) Plumbing Systems
 - (1) Waste/Vent Piping To Include: Underground Soil Piping, Above Ground Soil Piping
 - (2) Interior Piping Rough-In To Include: Galvanized Black Iron and Copper Including Drains, Fittings, Valves and Piping Supports
 - (3) Plumbing Fixtures To Include Flush Valves, Faucets and Accessories
 - (4) Cleaning, Balancing and Operational Testing
- (c) Heating systems
 - (1) Equipment and System Accessories
 - (2) Hot Water/Steam Piping Supports
 - (3) Fuel Oil/Gas Piping and Supports
 - (4) System Testing and Balancing
- (d) Air Distribution Systems
 - (1) Equipment and Accessories
 - (2) Duct Work To Include Galvanized, Aluminum, Flexible and Fiberglass, Supports, Dampers, Louvers, Diffusers, Duct Line Supports and Fire-Dampers
- (e) Refrigeration Systems
 - (1) Equipment and Accessories
 - (2) Chilled Water/Condenser Water Piping and Supports
 - (3) Refrigerant Piping and Supports
 - (4) System Testing
- (f) Automatic Temperature Control Systems
 - (1) Equipment and Materials
 - (2) Installation of Materials and Equipment
 - (3) System Testing
- (g) Underground Heat Distribution Systems
 - (1) Manholes
 - (2) Piping and Supports
 - (3) Cathodic Protection
- (h) Sprinkler Systems
 - (1) Equipment
 - (2) Piping and Supports
 - (3) Accessories
- (i) Water Treatment Systems
- (j) Welding - Piping Systems

DIVISION 16 - ELECTRICAL

- (a) Exterior Electrical Distribution, Aerial
 - (1) Pole Setting
 - (2) Placement of Crossarms, Pins, Insulators, Pole Line Hardware and Conductors
 - (3) Placement of Fuse Cutouts, Surge Arresters, Reclosers, Potheads, Pole Mounted Transformers to Include Grounding Conductors, Testing and Cable Terminations
- (b) Exterior Electrical Distribution, Underground
 - (1) Duct Line Excavation, Placement of Ducts and Misc. Materials
 - (2) Placement of In Ground Junction or Pull Boxes and Manholes
 - (3) Placement of Duct Bank Concrete Encasement
 - (4) Transformer Pad Placement
 - (5) Mounting of Pad Mounted Transformers

ATTACHMENT NO.1 (continued)

- (6) Cable Placement to Include Splicing, Fire-Proofing and Cable Terminations
- (7) Grounding Conductors and Testing
- (c) Electrical Distribution, Interior
 - (1) Wiring Methods to Include Conduit Rough-in, Raceway Boxes, Outlet Boxes, Panelboard Cabinets, Placement of Conductors and Conduit Placement Below the Slab for Slab-On-Grade Construction
 - (2) Wiring Devices, Panelboards, Switch-Boards and Lighting Fixtures
 - (3) Motors and Transformers
 - (4) Testing
- (d) Fire Detection and Alarm System
 - (1) Wiring Methods to Include Conduit, Ground Rods, Detectors, Control Panels, Power Supply, Door Holders, Audible Fire Alarm and Annunciator Panel
 - (2) Testing

---End of Attachment No.1---

SECTION 01451 ATTACHMENT NO.2
PREPARATORY PHASE CHECKLIST

CONTRACTOR'S NAME (Address)

Contract No.: _____ Date Preparatory Held: _____

Title: _____ Spec Section: _____

_____ Drawing No(s): _____

Definable Feature of Work: _____

A. PERSONNEL PRESENT:

Name	Position	Company
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____
6. _____	_____	_____
7. _____	_____	_____
8. _____	_____	_____

(List additional personnel on reverse side)

B. DRAWINGS AND SPECS:

I. Has each spec paragraph, contract drawing, and shop drawing been studied? YES _____ NO _____

II. Do all parties have up-to-date drawings and specifications?
YES _____ NO _____

C. SHOP DRAWINGS INVOLVED:

Transmittal/Item	Code	Cont'r or Gov't Approval
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____

4. _____

ATTACHMENT NO.2 (continued)

D. MATERIALS:

I. Are all materials on hand? YES _____ NO _____

II. Have all materials been checked for contract compliance against approved shop drawings? YES _____ NO _____

III. Items not on hand or not in accordance with transmittals (if not on hand, check during initial phase):

1. _____

2. _____

3. _____

4. _____

E. TESTS required in accordance with contract requirements:

Test/Paragraph	Frequency
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____
6. _____	_____

F. ACCIDENT PREVENTION: Has Hazard Analysis been completed?

YES _____ NO _____

If yes, attach a copy, if no, explain:

ATTACHMENT NO.2 (continued)

G. EQUIPMENT Requiring Operational Check:

1. _____
2. _____
3. _____
4. _____

H. WORKMANSHIP: Have procedures for accomplishing work been reviewed with appropriate people? YES _____ NO _____

I. PREVIOUS WORK: Has all preliminary work been accomplished in accordance with contract requirements and is this feature of work ready to start? YES _____ NO _____

Explain any problems: _____

J. HI-LIGHTING SPECIFIC ITEMS: Hi-light specific items noted during the Preparatory Phase inspection. ie, (Med. Voltage cable shall be hi-pot tested).

K. OTHER COMMENTS: _____

Quality Control Representative
Signature

SECTION 01451 ATTACHMENT NO.3
INITIAL PHASE CHECKLIST

CONTRACTOR'S NAME (Address)

Contract No.:_____ Date Initial Held: _____

Title:_____ Spec Section:_____

Drawing No(s):_____

Definable Feature of Work:_____

A. PERSONNEL PRESENT:

Name	Position	Company
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____

B. MATERIALS being used are in strict accordance with the contract plans
and specifications? YES _____ NO _____

If not, explain:_____

ATTACHMENT NO.3 (continued)

C. WORKMANSHIP:

I. Procedures and/or work methods witnessed are in strict compliance with the requirement of the contract specifications? YES _____ NO _____

If not, explain: _____

II. Workmanship is acceptable? YES _____ NO _____

State area where improvement is needed: _____

D. SAFETY violations and corrective action taken: _____

E. COMMENTS: _____

Quality Control Representative
Signature

SECTION 01451 ATTACHMENT NO.4

DAILY CONSTRUCTION QUALITY CONTROL REPORT

(Sample of Typical Contractor Daily Quality Control Report)

CONTRACTORS NAME (Address)

Date _____ Report No. _____

Contract No. DAC() 65-__-C-_____

Project Name and Location of work: _____

Weather:[Clear] [P.Cloudy] [Cloudy] [Rain: ____ inches]

[Temp.____min.____max.] Other Weather Conditions _____

1. Contractor (C) or Sub-contractor (S), and Area of
Responsibility:

a. () _____

b. () _____

c. () _____

d. () _____

2. Equipment Data. (Indicate items of construction equipment,
other than hand tools, at the job site and whether or not used):

3. Work Performed Today (Indicate identity of Contractor and
Sub-contractors, location , and description of work:

4. Results of Surveillance: (Include satisfactory work completed,
or deficiencies with action to be taken):

a. Preparatory Phase:_____

b. Initial Phase:_____

c. Follow-up Phase:_____

DAILY CONSTRUCTION QUALITY CONTROL REPORT (Continued)

5. Tests performed as required by plans and specifications and the results:

6. Verbal instructions received (List instructions given by Government personnel on construction deficiencies, retesting required, etc. Include the name of Government person, time and place instructions given, and action taken to comply:

7. Job Safety (Include deficiencies and corrective action taken:

8. Equipment Data (Indicate items of construction equipment, other than hand tools, at the job site, and whether or not used):

9. Material and equipment items that arrived at the job site. Indicate compliance or non-compliance of these items with approved shop drawings, the contract plans and specifications, and the storage of the item is required prior to the time of installation, indicate how this storage was provided and whether or not it is adequate:

10. Remarks (Cover any conflicts in the plans and specifications, instructions, or delays):

CONTRACTOR'S VERIFICATION: THE ABOVE REPORT IS COMPLETE AND ALL DATA LISTED IS CORRECT. ALL MATERIALS PROVIDED, EQUIPMENT USED, AND WORKMANSHIP FOR THIS REPORTING PERIOD ARE IN COMPLIANCE WITH THE CONTRACT PLANS AND SPECIFICATIONS EXCEPT AS NOTED ABOVE.

SIGNED

CONTRACTOR'S QC SYSTEM MANAGER

SECTION 01451 ATTACHMENT NO.4

DAILY CONSTRUCTION QUALITY CONTROL REPORT (RMS QC)

CONTRACTORS QUALITY CONTROL REPORT (QCR)

DAILY OG OF CONSTRUCTION - MILITARY REPORT NUMBER

1 PAGE 1 DATE

10 MAR 02 - Tuesday

PROJECT

Sample Project Phase 1 Embrey Dam Removal Project, Fredericksburg, Virginia

CONTRACT NUMBER DACW65-03-C-XXXX

CONTRACTOR

WEATHER No Weather Reported

QC NARRATIVES(S)

Activities in Progress:

Include comments here.

Did anything develop that may lead to a Change Order/Claim?

No

Safety Inspection / Safety Meeting:

Include meetings here.

Safety: Inspections made, Deficiencies noted):

Include safety inspections and safety deficiencies here.

Safety: Correction Action taken:

Corrective Action

Verbal Instructions given by Government:

Include instructions here.

Were there any Delays in Work Progress today?

None.

PREP/INITIAL DATES (Preparatory and initial dates held and advance notice)

No preparatory or initial inspections were held today.

ACTIVITY START/FINISH

No activities were started or finished today.

QC REQUIREMENTS

No QC requirements were completed today.

CONTRACTORS QUALITY CONTROL REPORT (QCR)

DAILY OG OF CONSTRUCTION - MILITARY REPORT NUMBER

1 PAGE 2 DATE 10 Mar 02 - Tuesday

PROJECT

Sample Project Embrey Dam Removal Project, Fredericksburg, Virginia

CONTRACT NUMBER

DACW65-02-C-XXXX

QA/QC COMMENTS (Describe QC comments issued, report QA and QC comments corrected)

No QC comments were issued today.

CONTRACTORS ON SITE(Report contractor's first and/or last date on site)

No contractors were reported on site today.

LABOR HOURS

No labor hours were reported today.

EQUIPMENT HOURS

No equipment hours were reported today.

EQUIPMENT CHECKS

No equipment inspections were conducted today.

SAFETY CORRECTIONS (Report corrective actions for safety violations)

No outstanding safety violations.

CONTRACTOR CERTIFICATION: On behalf of the contractor, I certify that this report is complete and correct and all equipment and material used and work performed during this reporting period are in compliance with the contract plans and specifications, to the best of my knowledge, except as noted above. QC REPRESENTATIVE'S SIGNATURE

DATE

SUPERINTENDENT'S INITIALS _____

DATE _____

SECTION 01451 ATTACHMENT NO.5
TEST REPORT

CONTRACTOR'S NAME (Address)

STRUCTURE OR BUILDING_____

CONTRACT NO._____

DESCRIPTION OF ITEM, SYSTEM OR PART OF SYSTEM TESTED:_____

DESCRIPTION OF TEST:_____

NAME AND TITLE OF PERSON IN CHARGE OF PERFORMING TESTS FOR CONTRACTOR:

NAME_____

TITLE_____

SIGNATURE_____

I HEREBY CERTIFY THAT THE ABOVE DESCRIBED ITEM, SYSTEM OR PART OF SYSTEM
HAS BEEN TESTED AS INDICATED ABOVE AND FOUND TO BE ENTIRELY SATISFACTORY AS
REQUIRED IN THE CONTRACT SPECIFICATIONS.

SIGNATURE OF CONTRACTOR QUALITY CONTROL INSPECTOR

DATE_____

REMARKS:_____

SECTION 01451: ATTACHMENT NO. 6
DEFICIENCY TRACKING LOG

Construction Deficiency: _____

Contract No.

Safety Deficiency: _____

Project Title:

Date Reported

Reported By
Deficient Work

Description of Corrective Action Taken
Date Corrected

Verified By

-- End of Section --

SECTION 01500
TEMPORARY CONSTRUCTION FACILITIES

08/02

PART 1 GENERAL

1.1 GENERAL REQUIREMENTS

1.1.1 Site Plan

The Contractor may use the intertidal beach placement areas for storage of materials and equipment; however, the location of such areas the Contractor may wish to utilize are subject to the approval of the Contracting Officer.

The Contractor shall prepare a site plan indicating the proposed location and dimensions of any areas to be used by the Contractor, the type of facilities to be used, avenues of ingress/egress to the areas, and details of installation. Any toilet facilities used shall be fully self-contained.

1.1.2 Identification of Employees

The Contractor shall be responsible for furnishing to each employee and for requiring each employee engaged on the work to display identification as approved and directed by the Contracting Officer. Prescribed identification shall immediately be delivered to the Contracting Officer for cancellation upon release of any employee. When required, the Contractor shall obtain and provide fingerprints of persons employed on the project. Contractor and subcontractor personnel shall wear identifying markings on hard hats clearly identifying the company for whom the employee works.

1.2 AVAILABILITY AND USE OF UTILITY SERVICES

1.2.1 Utility Services

The Contractor is informed that utility services are not available in the work area and any such use or need by the Contractor shall be at his expense.

1.2.2 Telephone

The Contractor shall make arrangements and pay all costs for telephone facilities desired.

1.3 CONTRACTOR STORAGE AND STAGING AREAS

The Contractor shall be responsible for the security and safe storage of any materials or equipment stored by him for his use. Trailers utilized by the Contractor, whether for the purpose of administrative use or materials storage, shall present a clean and neat exterior appearance and be maintained in a state of good repair. Any item of construction equipment, with the exception of hand tools, which becomes inoperable shall be

repaired within five working days or removed from the construction site.

1.4 CLEANUP

Construction debris, waste materials, packaging material and the like shall be removed from the work site daily. Any dirt or mud which is tracked onto paved or surfaced roadways shall be cleaned away. Stored material not in trailers, whether new or salvaged, shall be neatly stacked when stored.

1.5 RESTORATION OF STORAGE AREA

Upon completion of the project, areas used by the Contractor for the storage of equipment or material, or other use, shall be restored to the original or better condition. Gravel used to traverse grassed areas shall be removed and the area restored to its original condition, including top soil and seeding as necessary.

PART 2 PRODUCTS (NOT APPLICABLE)

PART 3 EXECUTION (NOT APPLICABLE)

-- End of Section --

SECTION 02881

DREDGING
08/02

PART 1 GENERAL

1.1 References

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

ENGINEERING MANUALS

EM 385-1-1 (1996) Safety and Health Requirements
Manual

1.2 PLANT

Plant and equipment employed on the dredging work shall be in satisfactory operating condition, capable of safely and efficiently performing the work as indicated or specified, and shall be subject to inspection and approval by the Government at all times. Equipment and machinery, including pipelines and supporting plant, shall be subject to inspection and approval by the Government and kept in good condition at all times. A complete listing of all dredging plant and machinery to be used in the work, including booster pumps, skiffs, barges, and other related equipment, shall be submitted. The listing shall include year and manufacturer, operational capacities, safety features, operating and licensing requirements for operators, and a description where and how the item of equipment or plant will be employed in the work. Any leaks or deficiencies shall be promptly and properly repaired. No reduction in the capacity of the plant, once inspected and approved by the Government to be sufficient for employment on the work, shall be made except by written permission of the Contracting Officer. The measure of the "capacity of Plant" shall be its actual performance on the work to which these specifications apply. The Contractor shall not remove any plant from this job until all scheduled work is completed and accepted by the Government, unless first approved in writing by the Contracting Officer. The Contractor shall submit, as a part of the Work Plan and Quality Control Plan, the manufacturer's pump curve for each pump to be used during the project. This submittal shall be provided by the Contractor for the purpose of verifying his available plant capacity is sufficient to accomplish the scheduled work in accordance with all contract requirements. The submittal shall include the dredge's main pump, and if applicable, the ladder pump and any booster pump(s) to be used on the contract. If a substitution of equipment occurs during the contract, the pump curve of the new pump(s) shall be submitted at the time of substitution and recorded in the Daily Report of Operations. Each pump curve submitted shall be clearly designated with the dredge name, contract number, pump function (main pump, ladder pump, or booster pumps) and pump size. The pump curves shall indicate each respective pump's performance

(i.e., pump Hp, efficiency and rpm's) for water plotted against hydraulic head and discharge velocity and GPM's. All data provided must be accompanied with documentation verifying the pumps to be utilized in this work have provided this efficiency on previous work in conditions and for material to be removed similar to that to be accomplished for this contract. All floating plant and pipelines used as access ways or working platforms shall be equipped with walkways and guardrails conforming to Corps of Engineers Manual EM 385-1-1 and meet OSHA requirements for worker safety. All buoyant (plastic) dredge pipelines that are used on this contract shall be weighted or anchored securely to the bottom so that the pipeline will stay on the bottom, and marked with floats or buoys during daylight and amber lights during darkness to mark distinctly the entire length and course of the line.

1.3 CHARACTER OF MATERIALS

The material to be removed is the shoaling that has occurred since the Channels were last dredged. Bidders are expected to examine the site of work and decide for themselves the character of the materials. The records of previous dredging are available in the Operations Branch at the Norfolk District. The Government does not warrant the accuracy of the records of previous dredging. Local minor variations in the subsurface materials are to be expected and, if encountered, will not be considered as being materially different within the purview of Contract Clause "DIFFERING SITE CONDITIONS". The records of previous dredging are available in the Operations Branch, Norfolk District, Corps of Engineers, 803 Front Street, Norfolk, Virginia 23510-1096. Local minor variations in the subsurface materials are to be expected and if encountered will not be considered as being materially different within the purview of Contract Clause "Differing Site Conditions".

1.4 SUBMITTALS

Submit the following in accordance with Section 01330, "Submittal Procedures":

SD-01 Preconstruction and Postconstruction Submittals

Dredging and Dredged Material Placement Plan; G

Prior to commencement of dredging, submit a plan for sequence of dredging, dredging methods and plant utilized, pipeline location and material placement requirements, protection of structures, equipment, and land features.

Notice to Mariners; FIO

Submit a copy of Notice to Mariners at same time sent to Fifth Coast Guard District.

SD-07 Certificates

Equipment and Machinery Operator Authorization

The Contractor shall submit a list of designated personnel qualified and authorized to operate machinery and equipment. The list shall be maintained at the job site in a current status at all times.

1.5 Obstruction Identification

The Contractor may encounter obstructions or other debris that is not identified and may pose a hazard to navigation. The Contractor shall advise the Contracting Officer immediately of any obstructions or other debris of this nature that is encountered.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.1 REMOVAL AND PLACEMENT OF EXCAVATED MATERIAL

3.1.1 General Information

The Contractor shall dredge and transport material by hydraulic dredge and pipeline to the respective intertidal shoreline placement area as indicated. The contractor shall be responsible for providing all discharge pipeline for deposit within the designated areas. The Contractor shall comply with all terms and conditions of the Department of Environmental Quality (DEQ) Water Protection Permit, Virginia Marine Resources Commission Permit, and Nature Conservancy requirement for each respective dredging area as applicable.

3.1.2 Government Furnished Intertidal Shoreline Placement Areas

The Contractor shall have the Professional Engineer or Surveyor licensed in the Commonwealth of Virginia approved to layout the work mark in the field all channel dredging area control points, all intertidal shoreline placement area and easement control points, and all range markers and buoys indicated or otherwise required to accomplish the work. The markings shall be placed in the immediate work areas only and shall be promptly removed as the work areas are accepted by the Government. The Government reserves the right to verify all in-place markings before dredging and placement operations commence, and at any time during the contract. The Contractor shall give the Contracting Officer at least 7 calendar days notice prior to commencement of dredging operations to assure the completion of the initial Government verification review.

3.1.3 Method of Discharge

The discharge of dredged material shall conform to the detail sectional views as indicated on the drawings for each respective dredging area. The Contractor shall install a baffle plate, spreader pipes, pocket pipes, or other approved apparatus to the discharge end of the dredge pipeline to precisely control the placement of the dredged material and increase the settlement rate of the material to the maximum extent practicable.

3.1.4 Special Discharge Restrictions on Metompkin Island

Plastic pipeline is required for crossing the island. Special attention by Contractor personnel shall be given to the prevention, and the immediate correction of, pipeline leaks. The dredge pipeline shall cross the island within the pipeline easement delineated on the contract drawing. Any Contractor motor vehicles to be used during construction on the island are strictly limited to the pipeline easement area and along the pipeline advancement route only. Unnecessary travel on the island by Contractor vehicles or personnel is prohibited. All Contractor operations and traversing by personnel/vehicular activity on the island shall be approved by the Contracting Officer. Any violations will be subject to stoppage of the work and at the expense of the Contractor.

3.1.5 Water Quality Monitoring Controls

In addition to the requirements specified in paragraph "Control of Dredging Area and Placement Area Effluent", the Contractor shall take all precautions that in the opinion of the Contracting Officer may be necessary to minimize the escape of dredged material into the navigable waters. Water samples of nearby navigable waters shall be taken daily during dredging operations up current and down current from the dredge and placement area. Water samples shall be taken after each change in tidal current flow up current from the dredge and placement area. These samples shall serve as the benchmark water quality standard for which measurements of samples taken in the vicinity down current of the dredging and placement area shall be compared. Water samples immediately down current from the dredge and placement area shall be taken not less than once during each respective tidal current flow. Density tests shall be performed on all water samples as outlined in paragraph titled "Control of Dredging Area and Placement Area Effluent", in a manner and at proposed locations as approved by the Contracting Officer. In the event a water sample taken down current from the dredge or down current from the vicinity of the placement area proves to be greater than 5 grams per liter in excess of the density of the water sample taken up current in the vicinity of the area being dredged established as the benchmark water quality standard, dredging operations shall be stopped immediately or the discharge flow shall be reduced. Dredging can resume maximum operations once the difference in the density tests becomes less than 5 grams per liter. All samples taken shall be recorded by the Contractor and included with the Daily Report of Operations. The Contractor shall provide constant monitoring of the placement operations when dredging and material placement operations are in progress. Monitoring personnel shall have fully functional two-way radio communications with the dredge operator at all times when dredging is in progress. Frequent communication checks shall be made to assure proper material placement during dredging operations. In the event of any communications failure or improper material placement is determined, all dredging and placement operations shall be immediately suspended until communications are restored as approved by the Contracting Officer, or in the event of improper material placement, until proper material placement procedures are reestablished by the Contractor as approved by the Contracting Officer. All costs resulting from suspensions of work as specified above shall be the responsibility of the Contractor and at no additional expense to the Government.

3.1.6 Warning Signs

The Contractor shall erect and maintain at his own expense suitable navigation warning signs at each end of a submerged pipeline and at any other points necessary to prevent hazards to navigation.

3.1.7 Examination of Pipeline

The pipeline, including connections used for a submerged line, shall be examined and determined to be in good condition to reasonably expect it to last throughout the job without wearing to the extent of allowing leaks. In the event that leaks occur anywhere in the pipeline, the Contractor will be required to immediately discontinue using the respective equipment until the leaks are stopped. The Contractor shall also be required to recover at no cost to the Government any material improperly placed because of a leak or leaks in the equipment.

3.2 QUALITY CONTROL

The contractor shall establish and maintain a quality control system for all dredging operations to assure compliance with contract requirements and record his inspections and tests under this system.

3.2.1 Inspections and Testing Requirements

Inspections and testing shall be the responsibility of the Contractor, subject to the approval of the Contracting Officer.

3.2.1.1 Control of Dredging Area and Placement Area Effluent

The density of the effluent shall be determined by a hydrometer or weight-volume method as hereinafter specified. The Contractor will have the option of the hydrometer method when settled solids are not present in the sample. When settled solids are present the weight-volume method shall be employed for density determinations. The same technique shall be used for making the water density determinations in the vicinity of the benchmark area as in the respective work and placement areas. When the hydrometer is used, an instrument such as Fisher Brand #14-331-5C2, or approved equal, shall be used. When the weight-volume method is employed, a 1,000 c.c. laboratory cylinder and a scale or balance capable of weighing the sample and cylinder to the nearest gram shall be used.

3.2.2 Equipment and Machinery Requirements

All measuring equipment, global positioning systems (GPS) and other electronic positioning systems, data plotting and recording equipment, and the procedures associated with each respective item of equipment, shall be subject to the approval of the Contracting Officer. Verification of current calibration for each respective item of equipment, as approved by the Contracting Officer, shall be provided by the Contractor prior to use of the equipment on the work. All records produced by the equipment shall be inspected and certified as complete by the Contractor's Quality Control Representative and included as a part of the Daily Quality Control Report.

3.2.3 Miscellaneous Inspections and Test Records

A copy of the records of all inspections and tests, as well as record of corrective action taken, shall be included in the Control Plan and furnished to the Contracting Officer as a part of the Daily Quality Control Report. The Contractor shall establish and maintain quality control for the shoreline work and all other operations in connection with the work in the field to assure compliance with contract requirements. The Contractor shall inspect for compliance with contract requirements and record the inspection of all operations including but not limited to the following:

- a. The material is placed to the lines, grade, and tolerances specified.
- b. Shoreline operations are confined within the limits of the designated work area.
- c. The dredge effluent does not flow landward of the fill section or other limits as specified and established by the Contracting Officer.
- d. Damage to the existing and newly constructed shoreline is held to the minimum from the Contractor's operations.
- e. Adequate control is provided to prevent unnecessary loss of material by riverward flow of pipeline effluent.
- f. The pipeline is periodically inspected for leakage as specified.
- g. All joints of pipe for discharge line are tight, sound, and in a safe condition.
- h. All equipment used in the work is approved and in satisfactory working condition.
- i. Checks to insure safe work practices around structures and the public is performed as specified.
- j. Checks conducted for proper lines, grades, and elevations in finished fill area including proper grading and elimination of undrained pockets and abrupt humps.
- k. Insure all equipment and construction materials have been removed from completed work segments.

All results of inspections shall be documented with narrative explanations and photographs as necessary to document the conditions of field quality. The results and supporting data shall be recorded and provided by the Contractor in the Daily Report of Operations.

3.2.4 Reporting and Certificates

All measuring, plotting, and recording equipment and procedures shall be

subject to the approval of the Contracting Officer. Verification of their calibration, certified by the Contractor's Quality Control Representative, shall be furnished prior to use on the work. All records produced by the equipment shall be authenticated by the authorized representative of the contractor and then provided to the Contracting Officer with the Daily Report of Operations.

3.3 DAILY REPORTING REQUIREMENT

The Contractor shall prepare and maintain a Daily Report of Operations and furnish copies daily to the Contracting Officer. A copy of the form prescribed for recording the required information and any further instructions on the preparation of the report will be furnished at the preconstruction conference noted in Section 01005. The Contractor shall also furnish the following item daily to the Contracting Officer during dredging operations:

- (1) Copy of dredge leverman's log
- (2) Records of dredge pump vacuum and pressure gauge readings

3.4 REQUIRED DREDGING PRISM, OVERDEPTH, AND SIDE SLOPES

3.4.1 Required Dredging Prism

Within the specific areas indicated to be dredged or areas approved by the Contracting Officer, the required dredging prism is defined by the required depths and applicable side slopes as indicated and specified. The actual quantity within the required dredging prism will be computed from the last surveys made before dredging.

3.4.2 Overdepth

To cover inaccuracies of the dredging process, material actually removed from within the specific areas to be dredged to a depth of not more than one foot below the required depth will be estimated and paid for at the contract price.

3.4.3 Side Slopes

Material actually removed, within limits approved by the Contracting Officer, to provide for final side slopes not flatter than 1 vertical on 3 horizontal, but not in excess of the amount originally lying above this limiting side slope, will be estimated and paid for, whether dredged in original position or by dredging space below the pay slope plane at the bottom of the slope for upslope material capable of falling into the cut. In computing the limiting amount of side-slope dredging an overdepth of one foot measured vertically will be used.

3.4.4 Method of Obtaining Soundings

Soundings to determine the volume of material removed under this contract will be made with an Innerspace Technology, Inc. Model 448 Thermal Depth Sounder Recorder with an operating frequency of 208 kilohertz and a 3

degree beamwidth at -3db. The equipment will be calibrated by the bar/ball check or velocity probe method to compensate for variations of the velocity of sound in water.

3.4.5 Basis of Surveys

The Government hydrographic surveys shall be the sole basis for determining payment for dredging and final acceptance.

-- End of Section --